

E1

**RESOLUTION AUTHORIZING THE EXECUTION OF SOFTWARE MAINTENANCE  
AND ADMINISTRATION CONTRACT WITH UNION ORGANIZATION FOR SOCIAL  
SERVICES / COMMUNITY INFORMATION SYSTEMS (UOSS) FOR THE COUNTY  
OF GLOUCESTER, FOR A MINIMUM CONTRACT AMOUNT OF ZERO  
AND A MAXIMUM CONTRACT AMOUNT OF \$23,000.00,  
FROM MAY 22, 2012 TO MAY 21, 2013**

**WHEREAS**, the County of Gloucester has determined that there is a need to continue to provide Gloucester County's social services "One-Stop" information system, as provided by Union Organization for Social Services / Community Information Systems (UOSS); and

**WHEREAS**, the UOSS is qualified to administer the New Jersey "No Wrong Door"; and

**WHEREAS**, the County of Gloucester has recommended that said services be provided by UOSS, with offices located at 4212 Beacon Avenue, Pennsauken, New Jersey 08109; and

**WHEREAS**, the contract shall be for a minimum contract amount of Zero and a maximum contract amount of \$23,000.00, from May 22, 2012 to May 21, 2013; and

**WHEREAS**, the contract shall be for estimated units of service, with a minimum contract amount of Zero and a maximum contract amount of \$23,000.00; therefore, this contract is open ended; which does not obligate the County of Gloucester to make any purchase; thereby, no Certificate of Availability of Funds is required at this time; and

**WHEREAS**, the services related to this contract is an expansion and ultimately the support and maintenance or proprietary hardware and software which is integrally related to existing security systems previously installed in the County and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(1)(dd); and

**WHEREAS**, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board and the Clerk of the Board are hereby authorized to execute the Contract between the County of Gloucester and Union Organization for Social Services / Community Information Systems (UOSS) for software maintenance and administration of the County's installed New Jersey "No Wrong Door", for a minimum contract amount of Zero and a maximum contract amount of \$23,000.00, from May 22, 2012 to May 21, 2013.

**BE IT FURTHER RESOLVED**, before any purchase be made or service rendered pursuant to the within award, a certification must be obtained from the Purchasing Agent of County of Gloucester certifying that sufficient funds are available at that time for that particular purpose and indentifying the line item of the County budget from which said funds will be paid.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 2, 2012.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

**ROBERT M. DAMMINGER, DIRECTOR**

E1

**CONTRACT BETWEEN  
UNION ORGANIZATION FOR SOCIAL SERVICES (UOSS)  
AND  
THE COUNTY OF GLOUCESTER**

**THIS CONTRACT** is made effective the 2<sup>nd</sup> day of **May, 2012**, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **Union Organization for Social Services (UOSS)** of 4212 Beacon Avenue, Pennsauken, New Jersey 08109, hereinafter referred to as "Vendor".

**RECITALS**

**WHEREAS**, there exists a need for the County of Gloucester to continue to provide Gloucester County's social services "No Wrong Door" Customer Care System; and

**WHEREAS**, this service related to this contract is an expansion and ultimately the support and maintenance of proprietary hardware and software which is integrally related to existing security systems previously installed in the County and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(1)(dd); and

**WHEREAS**, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract; and

**WHEREAS**, this contract is awarded pursuant to and consistent with Gloucester County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

**WHEREAS**, the Vendor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this contract.

**NOW THEREFORE**, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Vendor do hereby agree as follows:

**TERMS OF AGREEMENT**

1. **TERM.** This Contract shall be effective for the period commencing May 22, 2012 and concluding May 21, 2013.
2. **COMPENSATION.** Contract may be for estimated units of service which shall be as set forth in Attachment A, which is attached hereto if applicable and made a part of this contract, for a minimum contract amount of Zero and a maximum contract amount of \$23,000.00, pursuant to the proposal submitted by the Vendor, therefore this Contract is open ended, which does not obligate the County of Gloucester to make any purchase. Services will be billed at the rate cited in the proposal.

Vendor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Vendor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

**3. DUTIES OF VENDOR.** The specific duties of the Contractor shall be as set forth in "Program Specifications" which is incorporated and made part of this contract as Attachment A, together with any other specifications issued by the County in connection with this contract. Expenditures shall conform to the Budget Justification described in Attachment A or such budget revisions submitted by the Contractor to and authorized in writing by the Department.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the bid documents.

**4. FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

A. Vendor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Vendor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Vendor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary

cellular or blood trait.

C. The Vendor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Vendor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Vendor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Vendor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Vendor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Vendor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.



I. The Vendor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Vendor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Vendor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Vendor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Vendor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Vendor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Vendor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

5. **LICENSING AND PERMITTING.** If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Vendor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Vendor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Vendor. If the Contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Vendor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

9. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

10. **POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to Vendor based on the merits and abilities of Vendor to provide the goods or services described in this Contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this Contract does hereby certify that Vendor, its subsidiaries, assigns or principals controlling in excess of 10% of the Vendor will not make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

11. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

12. **SET-OFF.** Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

13. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.

14. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

15. **NONWAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

16. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

17. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

18. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

19. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.

20. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.

21. **CONFLICT OF INTEREST.** Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

22. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

23. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

24. **CONTRACT PARTS.** Attached hereto and incorporated herein are various appendices, schedules and attachments (collectively, "the attachments") which provide details of the contractor's obligations concerning reporting requirements, record keeping and the like. Also incorporated herein are any other specifications issued by the County in connection with this contract. If there is a conflict between any of the attachments and the specifications the specifications will control. If there is a conflict between any of the attachments or the specifications and the Contract, then this Contract will control.

**THIS CONTRACT** is made effective the 2nd day of May, 2012.

**IN WITNESS WHEREOF,** the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DILELLA, CLERK**

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**UNION ORGANIZATION FOR  
SOCIAL SERVICES**

\_\_\_\_\_  
**ROBERT SCHIAVINATO,  
PRESIDENT**

**“ATTACHMENT A”**

### **Program Specifications**

- A.** Install (for new agencies), test and maintain the “No Wrong Door” Customer Care System. This shall include all hardware, software and pilot programs.
- B.** Provide all training and technical support to end users of this system. As well as methods for quality control and end user feedback necessary to provide future upgrades to the system.
- C.** Provide for security of the system (Hardware & Software) and data collected by the system, and provide quarterly status reports.
- D.** Provide for data collection on constituents and their needs for information.
- E.** Provide for monthly activity reports on the status of all activities related to the “No Wrong Door” Customer Care System.
- F.** Attend monthly Gloucester County Comprehensive Emergency Assistance Systems Committee.

E2

**RESOLUTION TO REMOVE VEHICLE #CS 638 FROM NJ TRANSIT INVENTORY  
TO THE SOLE RESPONSIBILITY OF THE COUNTY OF GLOUCESTER**

**WHEREAS**, NJ Transit has submitted correspondence to the County of Gloucester for the purpose of releasing inventory from NJ Transit, for vehicle #CS 638, DTS #72, VIN# 1FDWE35P46HA69167; and

**WHEREAS**, this vehicle was originally delivered to Gloucester County under the Federal Transit Administration (FTA) JARC Section 5316 program that permitted the County of Gloucester to lease this vehicle from NJ Transit as the lien holder, and

**WHEREAS**, NJ Transit is interested in retiring the vehicle from NJ Transit inventory, with the County of Gloucester assuming all future responsibilities; and

**WHEREAS**, NJ Transit has requested certain assurances to provide for the removal from NJ Transit inventory and placement of the vehicle under the County of Gloucester, Division of Transportation Services; and

**WHEREAS**, the Gloucester County Division of Transportation is interested in accepting title to this vehicle to continue to utilize it in serving our residents with mobility needs; and

**WHEREAS**, as part of the assurances, Gloucester County agrees to maintain the vehicle in good operating condition, as well as maintain proper insurance levels for the useful life of the vehicle; and

**WHEREAS**, transfer of title from NJ Transit to Gloucester County, will occur at no expense to the County of Gloucester.

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester as follows:

- (1) That placement of Vehicle #CS 638 from NJ Transit and referred to as DTS #72 (VIN# 1FDWE35P46HA69167) under the County of Gloucester, Division of Transportation Services is hereby authorized and approved.
- (2) That the Director of the Board of Chosen Freeholders and the Clerk of the Board are hereby authorized to execute any and all documents associated with the release of the vehicle listed above from NJ Transit to the County of Gloucester.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on May 2, 2012 at Woodbury, New Jersey.

**COUNTY OF GLOUCESTER**

ROBERT M. DAMMINGER, DIRECTOR

**ATTEST:**

ROBERT N. DILELLA, CLERK





ED

March 7, 2012

Mr. Rick DeCosta, Director  
Gloucester County Transportation  
115 Budd Ave..  
West Depford, NJ , NJ 08096

Re: FTA JARC Section 5316 Termination of Lease / Vehicle Retirement  
Vehicle # CS 638 JARC

Dear Mr. De Costa :

Under an existing lease agreement Gloucester County has operated and maintained a 2006 Ford Minibus, Vehicle #CS 638, since June, 2006 . Although this vehicle may still be in good working condition, it has reached its useful life as defined in NJ TRANSIT's Section 5316 State Management Plan either by years of service and/or mileage and is ready for retirement. To begin the process of transferring the vehicles , I have enclosed three Termination of Lease Agreements for signature. A copy of the vehicle title for the above mentioned vehicle is also attached. If you require Power of Attorney letters for the MVC, please let me know and we will provide them.

In order to complete the vehicle transfer process the following must be completed:

- Remove or paint over all references to NJ TRANSIT that appear on the vehicle including NJ TRANSIT's name and the CS# 638 . Although you are not required to paint over the color stripes or the NJ TRANSIT tri-color chevron, we do encourage you to consider such an action.
- Mail the following:
  - Three signed copies of the Termination of Lease / Vehicle Retirement Agreement; and
  - Photographs of the vehicle showing that the NJ TRANSIT wording has been removed.

Upon return of the three signed retirement agreements the original title will be sent to you. If you sell or auction the vehicles, you are required to put the proceeds back into the transportation department. Keep all related paperwork for these federally funded vehicles for a minimum of three (3) years or based on your agency's record retention policy.

Thank you for your participation in this grant program. We hope for your continued success in the provision of community based transportation. If you have any questions feel free to call me at 973-491-8397.

Sincerely,

*James Flynn*

James Flynn  
Community Transportation Administrator

Enclosures: Three FTA Section 5316 Termination of Lease / Vehicle Retirement  
Original Title for Vehicle # CS 638

Chris Christie, Governor  
Kim Guadagno, Lieutenant Governor  
James S. Simpson, Board Chairman  
James Weinstein, Executive Director

**NJ TRANSIT**  
One Penn Plaza East  
Newark, NJ 07105-2246  
973-491-7000

June 24, 2011

Rick DeCosta, Director  
Gloucester County Transportation  
115 Budd Ave.  
West Deptford, NJ 08096

Dear Mr. DeCosta:

Under an agreement with NJ TRANSIT, as part of the statewide Job Access / Reverse Commute (JARC) program (FFY 2003, FTA Grant NJ-37-X004, "Round 5"), your office purchased a vehicle. Under that and subsequent JARC grant programs, you have also operated and maintained these vehicles for use in JARC services.

This letter is to notify you that NJ TRANSIT has determined that the useful service life requirements (as defined in and adopted from the NJ TRANSIT Section 5316 State Management Plan) will have been reached for the vehicle below for the services intended on June 8, 2011 and that NJ TRANSIT would, at that time, remove this vehicle from its JARC program inventory.

The vehicle, to be released in June, 2011, is as follows:

<u>VIN</u>	<u>Description</u>
1FDWE35P46HA69167	2006 Ford E-350 11+1 passenger minibus.
In Service: 6/8/06. Over 5 years useful life. Current mileage 138,176. CS-638	

Gloucester County shall continue to indemnify, protect and hold harmless NJ TRANSIT, its officers, agents and employees from and against any and all suits, claims, damages and costs of every kind and description arising out of or connected with the ownership, possession, maintenance or use of the vehicles by Gloucester County or any other person. If Gloucester County disposes of the vehicle in any manner, it shall require the new owner of the vehicles to indemnify NJ TRANSIT and its officers, agents and employees in the same manner, and it shall place any proceeds of sale back into the transportation program and **send documentation of such funds to NJ TRANSIT for our records**. Gloucester County shall keep all related paperwork for the federally-funded vehicles for future reference, for at least 7 years.

Please respond in writing with agreement to these terms. If you have any questions please call me at 973-491-7382.

Sincerely,

  
James P. Flynn  
Community Transportation Administrator

Cc: Robert Koska, NJ Transit

## CERTIFICATE OF TITLE

PREFIX IDENTIFICATION NUMBER SUFFIX YEAR MAKE MODEL BODY TYPE  
1FDWE 35P46 HA691 67 2006 FOR E35 WAGON

TYPE OF TITLE: STANDARD DUPLICATE NO: 11500  
FEE 40.00 ISSUE DATE 04-19-2006 VIN-REPLACEMENT 10 A  
MILEAGE 10 A STATUS

OWNER(S)  
GLOUCESTER COUNTY OF  
PO BOX 337  
WOODBURY NJ 08096

F-FLOOD S-SALVAGE  
P-POLICE T-TAXI  
L-LEMON LAW  
A-ACTUAL MILEAGE  
N-NOT THE ACTUAL MILEAGE

M-MILEAGE EXCEEDS THE  
MECHANICAL LIMITS

NUMBER OF  
OWNERS: 1

NUMBER OF  
LIENHOLDERS: 1

OWNER DL/CC #:39923 40000 80960

I, CHIEF ADMINISTRATOR OF THE MOTOR VEHICLE COMMISSION, OF THE STATE OF NEW JERSEY, DO HEREBY CERTIFY THAT EVIDENCE OF PURCHASE OF OWNERSHIP, IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEW JERSEY, OF THE DESCRIBED ARTICLE, HAS BEEN RECORDED AND FILED WITH ME, AND I DO HEREBY ISSUE THIS CERTIFICATE OF OWNERSHIP SUBJECT TO SECURITY AGREEMENT OR LIEN, IF ANY AS STATED.

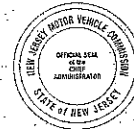
CONTROL  
NUMBER 199875F

*James D. Harrington*  
SIGNATURE

State of New Jersey  
MOTOR VEHICLE COMMISSION



DATE



LIEN RELEASED BY:

SIGNATURE

SECOND  
LIENHOLDER

DATE 04-19-2006  
59947 79010 71051  
NEW JERSEY TRANSIT SPEC SER  
ONE PENN PLAZA EAST  
NEWARK NJ 07105 2246

SECOND  
RELEASE

TITLE DATE

LIEN RELEASED BY:

SIGNATURE

FIRST  
RELEASE

TITLE DATE

ISM/SS-1 (R5/04)

PC GU20061090015

VOID IF ALTERED



FTA CAPITAL ASSISTANCE PROGRAM (SECTION 5316)  
TERMINATION OF LEASE/RETIRED VEHICLES

(Date-to be filled in by NJT)

Under an existing lease agreement **Gloucester County** has operated and maintained **Vehicle #CS-638 V.I.N. 1FDWE35P46HA69167 2006 Ford Minibus** leased from the NJ TRANSIT Corporation, for use in special transit services. The parties hereto have agreed that the useful service life requirements of the vehicle, as defined in NJ TRANSIT's Section 5316 State Management Plan, for the service intended have been reached and that the vehicle can be removed from NJ TRANSIT's Section 5316 program inventory. Upon receipt of the original title from NJ TRANSIT, the agency hereby agrees to immediately have the title transferred from NJ TRANSIT as owner and/or lienholder to the agency as owner, obtain new license plates if required and remove all markings and decals identifying NJ TRANSIT.

The vehicle(s) is/are being transferred to the agency "as is" and **NJ TRANSIT MAKES NO WARRANTIES EXPRESSED OR IMPLIED, AS TO THE VEHICLE AND ASSUMES NO RESPONSIBILITY FOR ITS CONDITION.** Upon transfer of the vehicle(s) to the lessee, the lessee shall indemnify, protect and save harmless NJ TRANSIT, its officers, agents and employees from and against any and all suits, claims, damages and costs of every kind and description arising out of or connected with the ownership, possession, maintenance, or use of the vehicle by lessee or any other person. ~~If the lessee shall dispose of the vehicle in any manner, it shall require the new owner of the vehicle to indemnify NJ TRANSIT and its officers, agents and employees in the same manner.~~ *PK*

Upon final execution of this agreement the original lease will be terminated.

In witness whereof, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

**NJ TRANSIT CORPORATION:**

**ATTEST:**

\_\_\_\_\_  
Signature Date  
Steven Santoro, AED  
Capital Planning & Programs

\_\_\_\_\_  
Signature: Date

**LESSEE CONCURRENCE:**

**AGENCY:**

**ATTEST:**

\_\_\_\_\_  
Signature Date  
Print Name: Robert M. Dammingier  
Title: Freeholder Director

\_\_\_\_\_  
Signature Date  
Print Name: Robert N. DiLella  
Title: Clerk of the Board

Chris Christie, Governor  
Kim Guadagno, Lieutenant Governor  
James S. Simpson, Board Chairman  
James Weinstein, Executive Director

**NJ TRANSIT**  
One Penn Plaza East  
Newark, NJ 07105-2246  
973-491-7000

June 24, 2011

Rick DeCosta, Director  
Gloucester County Transportation  
115 Budd Ave.  
West Deptford, NJ 08096

Dear Mr. DeCosta:

Under an agreement with NJ TRANSIT, as part of the statewide Job Access / Reverse Commute (JARC) program (FFY 2003, FTA Grant NJ-37-X004, "Round 5"), your office purchased a vehicle. Under that and subsequent JARC grant programs, you have also operated and maintained these vehicles for use in JARC services.

This letter is to notify you that NJ TRANSIT has determined that the useful service life requirements (as defined in and adopted from the NJ TRANSIT Section 5316 State Management Plan) will have been reached for the vehicle below for the services intended on June 8, 2011 and that NJ TRANSIT would, at that time, remove this vehicle from its JARC program inventory.

The vehicle, to be released in June, 2011, is as follows:

<u>VIN</u>	<u>Description</u>
1FDWE35P46HA69167	2006 Ford E-350 11+1 passenger minibus...
In Service: 6/8/06. Over 5 years useful life. Current mileage 138,176. CS-638	

Gloucester County shall continue to indemnify, protect and hold harmless NJ TRANSIT, its officers, agents and employees from and against any and all suits, claims, damages and costs of every kind and description arising out of or connected with the ownership, possession, maintenance or use of the vehicles by Gloucester County or any other person. If Gloucester County disposes of the vehicle in any manner, it shall require the new owner of the vehicles to indemnify NJ TRANSIT and its officers, agents and employees in the same manner, and it shall place any proceeds of sale back into the transportation program and **send documentation of such funds to NJ TRANSIT for our records**. Gloucester County shall keep all related paperwork for the federally- funded vehicles for future reference, for at least 7 years.

Please respond in writing with agreement to these terms. If you have any questions please call me at 973-491-7382.

Sincerely,

  
James P. Flynn  
Community Transportation Administrator

Cc: Robert Koska, NJ Transit

F1

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT FROM  
MAY 1, 2012 TO APRIL 30, 2019 BETWEEN THE COUNTIES OF GLOUCESTER  
AND CUMBERLAND TO PROVIDE HOUSING ON AN AS NEEDED BASIS  
FOR GLOUCESTER COUNTY FEMALE INMATES IN THE CUMBERLAND  
COUNTY CORRECTIONAL FACILITY**

**WHEREAS,** The County of Gloucester recognizes the essential necessity of promoting public safety and has determined that the Cumberland County Correctional Facility has the capacity to provide safe, cost effective housing for a portion of the Gloucester County female inmate population while complying with all legal requirements for the detention and incarceration of female inmates; and

**WHEREAS,** Gloucester County shall pay to Cumberland County a per diem fee for each housed female inmate in the amount of One hundred twenty-five (\$125.00) dollars per day for the first three years of this Agreement. Thereafter, such per diem fee will increase to One hundred thirty-five (\$135.00) dollars per day for the fourth and fifth years of this Agreement. Thereafter, such per diem fee will increase to One hundred forty-five (\$145.00) dollars per day for the sixth and seventh years of this Agreement, ending on April 30, 2019; and

**WHEREAS,** Gloucester County is not obligated to supply or pay for a minimum number of female inmates under this open ended Agreement, therefore, no Certificate of Availability of Funds is required at this time.

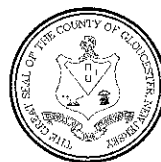
**WHEREAS,** N.J.S.A. 40A:65-1 et seq. specifically authorizes local government units, including counties, to enter into shared services agreements.

**NOW, THEREFORE, BE IT RESOLVED,** by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board and the Clerk of the Board be and are hereby authorized to execute a Shared Services Agreement between the County of Gloucester and the County of Cumberland for regionalized female inmate detention and incarceration for the period commencing May 1, 2012 at a per diem fee for each housed female inmate in the amount of One hundred twenty-five (\$125.00) dollars per day through April 30, 2015; One hundred thirty-five (\$135.00) dollars per day from May 1, 2015 through April 30, 2017; and One hundred forty-five (\$145.00) dollars per day from May 1, 2017 through April 30, 2019; and

**BE IT FURTHER RESOLVED,** that the Administrator of the County of Gloucester and the Gloucester County Counsel are hereby authorized to negotiate the final terms of the Agreement authorized by this Resolution, provided that the Agreement in final form is in substantially the same form as approved by this Resolution; and

**BE IT FURTHER RESOLVED,** that before any purchase can be made pursuant to the within award, a certification must be obtained from the Purchasing Agent of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 2, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

---

---

**SHARED SERVICES AGREEMENT**

**by and between the**

**COUNTY OF GLOUCESTER, NEW JERSEY**

**and**

**COUNTY OF CUMBERLAND, NEW JERSEY**

**FOR THE PROVISION OF FEMALE INMATE FACILITIES**

---

---

MATTHEW P. LYONS,  
GLOUCESTER COUNTY COUNSEL  
Prepared by: Emmett E. Primas, Jr.,  
Assistant County Counsel

TABLE OF CONTENTS

Recitals .....3

Paragraph A. Description of the Project and Services.....4

Paragraph B. Duration of Agreement.....4

Paragraph C. Fees .....4

Paragraph D. Medical Treatment .....4

Paragraph E. Provision of Necessary Information .....5

Paragraph F. Services .....5

Paragraph G. Transportation .....5

Paragraph H. Visitation .....6

Paragraph I. Limitation of Delegation.....6

Paragraph J. Indemnification.....6

Paragraph K. Compliance with Laws and Regulations .....7

Paragraph L. Insurance.....7

Paragraph M. Remedies .....7

Paragraph N. No Additional Waiver Implied by One Waiver .....7

Paragraph O. No Personal Liability .....7

Paragraph P. Employment Reconciliation Plan .....8

Paragraph Q. Miscellaneous.....8

Section 1. Amendment.....8

Section 2. Severability.....8

Section 3. Counterparts.....8

Section 4. Entire Agreement.....8

Section 5. Further Assurances and Corrective Instruments .....8

Section 6. Headings.....8

Section 7. Non-Waiver.....8

Section 8. Governing Law .....9

Paragraph R. Effective Date .....9



## SHARED SERVICES AGREEMENT

**THIS SHARED SERVICES AGREEMENT** ("Shared Services Agreement"), dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the County of Cumberland, a body politic and corporate of the State of New Jersey ("Cumberland County"), and the County of Gloucester, a body politic and corporate of the State of New Jersey ("Gloucester County").

### RECITALS

1. Gloucester County is a body politic and corporate of the State of New Jersey with main offices located at Two S. Broad Street, Woodbury, New Jersey 08096; and
2. Cumberland County is a body politic and corporate of the State of New Jersey with main offices located at 520 Market Street, Cumberland, New Jersey 08103; and
3. Gloucester County recognizes the essential purpose of promoting public safety while providing the best care and conditions for females detained in the Gloucester County Jail (hereinafter referred to as female inmates); and
4. The Cumberland County Jail has the capacity to house female inmate populations and avers to provide housing for Gloucester County female inmates as can reasonably be accommodated; and
5. Providing for the detention of Gloucester County's female inmates in the Cumberland County Jail will result in a more economical operation of the Cumberland County Jail and significant cost savings to Gloucester County, through the sharing of the facility and detention staff and the payment of reasonable fees for the female inmates detained; and
6. The reasonably close proximity of the Cumberland County Jail to the Gloucester County Seat and many other larger population centers in Gloucester County makes regionalization in these circumstances reasonable and efficient; and
7. N.J.S.A. 40A:65-1 et seq. specifically authorizes local government units, including counties and municipalities, to enter into shared services agreements.

**NOW, THEREFORE**, in consideration of the mutual promises, agreements and other considerations made by and between the parties, Gloucester County and Cumberland County do hereby agree as follows:

## **AGREEMENT**

### **A. DESCRIPTION OF THE PROJECT AND THE SERVICES – NUMBER OF INMATES.**

Consistent with the terms of this Agreement, Gloucester County shall transport to the Cumberland County Jail and Cumberland County shall accept from Gloucester County, Gloucester County's female inmates for housing at the Cumberland County Jail, in accordance with any and all applicable Federal and State statutes, rules and regulations for the maintenance and operation of New Jersey county jails. Cumberland County shall make every reasonable effort to provide as many spaces as can reasonably be accommodated at any given time. The parties agree that Gloucester County will send female inmates as the need to house such inmates dictates, and is not required by this Agreement to provide any particular number of female inmates at any given time.

### **B. DURATION OF AGREEMENT.**

This Agreement shall be effective for the period commencing May 1, 2012, and concluding April 30, 2019. Either party may terminate this agreement for any reason by providing 90 days written notice to the other party as follows: As to Gloucester County: Office of the Gloucester County Counsel, One North Broad Street, Woodbury, New Jersey 08096. As to Cumberland County: Ken Mecouch, County Administrator, County Administration Building, 790 East Commerce Street, Bridgeton, New Jersey 08302.

### **C. FEES.**

Gloucester County shall pay to Cumberland County a per diem fee for each housed female inmate in the amount of One hundred twenty five (\$125.00) dollars per day for the first three years of this Agreement, ending on April 30, 2015. Thereafter, such per diem fee will increase to One hundred thirty five (\$135.00) dollars per day for the fourth and fifth years of this Agreement, ending on April 30, 2017. Thereafter, such per diem fee will increase to One hundred forty five (\$145.00) dollars per day for the sixth and seventh years of this Agreement, ending on April 30, 2019. The parties agree that Gloucester County is not obligated to supply or pay for a minimum number of housed female inmates. Cumberland County will submit an invoice to Gloucester County each month for the housing fee, plus any reimbursable expenses incurred by Cumberland County pursuant to this agreement. The Gloucester County female inmates will be listed individually with their length of stay on a Gloucester County voucher. Gloucester County will place the voucher on its agenda for payment at its next bill-paying meeting, and thereafter make payment to "Treasurer, Cumberland County."

### **D. MEDICAL TREATMENT.**

Cumberland County shall cause to be provided to Gloucester County female inmates all ordinary, routine, non-hospital, non-emergency care or treatment as part of the services provided pursuant to this contract.

Cumberland County shall also cause to be provided to Gloucester County female inmates any necessary care from hospitals and/or emergency providers.

All ordinary, routine, non-hospital, non-emergency care or treatment provided by Cumberland County to Gloucester County female inmates shall be paid for by Cumberland County and shall not be charged to Gloucester County. All off-site emergency and hospital care shall be paid for by Gloucester County. For all such care paid by Gloucester County, Cumberland County shall take whatever steps are necessary to facilitate timely notice and billing to Gloucester County's medical insurance provider.

Cumberland County shall pay for all over-the-counter medications only. All prescription drugs shall be paid for by Gloucester County.

Where medically reasonable and unless emergency conditions dictate otherwise, Cumberland County shall cause the service to be rendered by Underwood Memorial Hospital in Woodbury, New Jersey.

In the event that the treatment required is non-emergent in nature, Cumberland County shall so notify Gloucester County and Gloucester County will have the option of designating the service provider.

Cumberland County shall notify the designated Gloucester County representative by phone of any occurrence of a medical emergency, hospitalization or other crisis situation (such as suicide attempt; escape or escape attempt; illness; or the like) involving a Gloucester County female inmate. Cumberland County shall thereafter provide a written report of the incident to the designated Gloucester County representative.

**E. PROVISION OF NECESSARY INFORMATION.**

Gloucester County shall furnish to Cumberland County, on such forms as Cumberland County may require, all information reasonably necessary for Cumberland County to admit and process the Gloucester County female inmates.

**F. SERVICES.**

Cumberland County will provide to all Gloucester County female inmates all services that may be required by Federal and State law, and which Cumberland County provides to its female inmates detained in the Cumberland County Jail.

**G. TRANSPORTATION.**

Gloucester County shall be responsible for all transportation of the Gloucester County female inmates to and from Cumberland County, with the exception that Cumberland County will perform all initial "pick-ups" of inmates so that a review of a given inmate can be performed before acceptance of the inmate for transportation to and housing in

Cumberland County. Gloucester County shall also be responsible for transportation for any required court appearances, medical appointments or any other usual or required inmate transportation. To the fullest extent possible, non-emergent transportation will be scheduled between the parties' Correctional Departments in an attempt to minimize transportation costs.

Cumberland County shall provide any necessary transportation that occurs in the event of a medical emergency to a Gloucester County female inmate. In such event, Gloucester County will assume the appropriate oversight and control of the female inmate at the hospital or other destination within four hours of the inmate's arrival at such destination. Should Gloucester County's assumption of such oversight and control take place after four hours, Gloucester County agrees to pay double-time --and --one-half the salaries of the Cumberland County personnel who were required to remain on the scene after such four -hour period for the time period from four hours after the inmate's arrival at the destination to the time of arrival by Gloucester County personnel or the inmate's return to the correctional facility, whichever occurs first.

#### **H. VISITATION.**

Visitation with Gloucester County female inmates shall be permitted by the Cumberland County Jail in accordance with its rules and regulations governing visitation of female inmates.

#### **I. LIMITATION OF DELEGATION.**

To the extent that this Agreement constitutes a delegation of authority by Gloucester County, this Agreement shall not be construed to delegate any authority other than the authority to provide the services described herein, consistent with the terms and provisions of this Shared Services Agreement.

Neither Gloucester County nor Cumberland County intends by this Agreement to create any agency relationship other than that which may be specifically required by the Shared Services Agreement Act for the limited purpose of the providing of services by Cumberland County pursuant to this Agreement.

#### **J. INDEMNIFICATION.**

Gloucester County shall defend, indemnify and hold harmless Cumberland County, its officers, agents and employees from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with Gloucester County's intentional or negligent acts or omissions in connection with this agreement.

Cumberland County shall defend, indemnify and hold harmless Gloucester County, its officers, agents and employees from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with Cumberland County's intentional or negligent acts or omissions in connection with this agreement.

**K. COMPLIANCE WITH LAWS AND REGULATIONS.**

Gloucester and Cumberland agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to its performance of the services described in this Agreement.

**L. INSURANCE.**

At all times during the term of this Shared Services Agreement, Cumberland shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, law enforcement, all-risk and comprehensive general liability insurance with respect to the services to be performed pursuant to this Agreement, and shall provide that Gloucester County be named as an additional insured. Cumberland County shall deliver to Gloucester County a certificate of such insurance prior to the commencement of services.

**M. REMEDIES.**

In the event of a controversy or dispute between the parties every effort will be made to resolve the controversy or dispute. Good faith attempts at resolution will include discussions between the two parties without the intervention of a third party.

If the dispute cannot be settled through direct discussions, the parties agree to endeavor to next attempt to settle the dispute by mediation administered by the American Arbitration Association under its applicable mediation procedures before resorting to any other remedy. Any unresolved controversy or claim arising from or relating to this contract shall be settled by arbitration administered by the American Arbitration Association in accordance with its applicable arbitration rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

**N. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.**

In the event that any agreement which is contained in this Shared Services Agreement should be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

**O. NO PERSONAL LIABILITY.**

No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of Cumberland or Gloucester, in his or her individual capacity, and neither the officers, agents or employees of Cumberland or Gloucester nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

**P. EMPLOYMENT RECONCILIATION PLAN.**

At the time of the inception of this agreement Gloucester County is not housing any female inmates in its own facilities. As such, pursuant to N.J.S.A. 40A:65-11, the parties in knowledge that an Employment Reconciliation Plan is not being included in this agreement because Gloucester County is not by this agreement contracting for another local unit to provide a service it is currently providing.

**Q. MISCELLANEOUS.**

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
2. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
3. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
4. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
5. **Further Assurances and Corrective Instruments.** Cumberland and Gloucester shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.
6. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.

7. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.
8. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.
- R. EFFECTIVE DATE.** This Agreement shall be effective as of May 1, 2012, which date shall be considered the commencement date of this Agreement, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties to this Shared Services Agreement.

ATTEST:

COUNTY OF GLOUCESTER

\_\_\_\_\_  
ROBERT N. DI LELLA, CLERK

\_\_\_\_\_  
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

COUNTY OF CUMBERLAND

\_\_\_\_\_  
, CLERK

\_\_\_\_\_  
CARL W. KIRSTEIN, DIRECTOR

F2

**RESOLUTION AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS  
CERTIFICATIONS AND REPORTS TO OBTAIN AND EXPEND CONTINUATION  
FUNDING FROM THE NEW JERSEY DIVISION OF HIGHWAY TRAFFIC SAFETY  
FOR THE COMPREHENSIVE TRAFFIC SAFETY PROGRAM (CTSP) THROUGH  
THE GLOUCESTER COUNTY PROSECUTOR'S OFFICE, FROM OCTOBER 1, 2012  
TO SEPTEMBER 30, 2013, IN THE TOTAL AMOUNT OF \$58,450.00**

**WHEREAS**, the Gloucester County Prosecutor desires to submit a grant application to the NJ Division of Highway Traffic Safety to obtain and expend continuation funding for the comprehensive Traffic Safety Program Grant; and

**WHEREAS**, this Grant will provide for attendance at IPTM Special Problems in Traffic Crash Reconstruction, and other professional conferences; to host and coordinate a Crash Investigation I & II, Traffic Crash Reconstruction, GPS Forensic Investigations and Advanced Commercial Vehicle Crash Investigations courses; purchase of media time or advertisements for public relations information including but not limited to the Annual High School Video contest and Public Notices for county DUI Checkpoints/Saturation Patrols; and

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester deems this to be beneficial to the citizens of the County of Gloucester; and

**WHEREAS**, the Gloucester County Prosecutor's Office reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and in its attachments is true and correct; and

**WHEREAS**, the Gloucester County Prosecutor's Office has submitted the grant application to the Department of Human Services for review, and said agency has approved said application, and the Board of Chosen Freeholder of the County of Gloucester understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued by the New Jersey Division of Highway Traffic Safety for the administration of grant projects; and

**WHEREAS**, the total amount of the grant funds to be requested is \$58,450.00 from October 1, 2012 to September 30, 2013.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester as follows:

1. The Director of the Board is hereby authorized to execute any and all documents in connection with the New Jersey Division of Highway Traffic Safety, requesting grant funds to be used for the Comprehensive Traffic Safety Program Grant.
2. The Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above and shall provide any necessary assurances as may be required.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on May 2, 2012, at Woodbury, New Jersey.



**ATTEST:**

**COUNTY OF GLOUCESTER**

**ROBERT N. DILELLA, CLERK**

**ROBERT M. DAMMINGER, DIRECTOR**





F2

BOARD OF  
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER  
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR  
Robert M. Damming

FREEHOLDER LIAISON  
Vincent H. Nestore Jr.



DEPARTMENT OF HUMAN  
SERVICES

DIRECTOR  
Lisa A. Cerny

P.O. Box 337  
Woodbury, NJ 08096

Phone: 856.384.6870

Fax: 856.384.0207

[lcerny@co.gloucester.nj.us](mailto:lcerny@co.gloucester.nj.us)

[www.gloucestercountynj.gov](http://www.gloucestercountynj.gov)

TO: Det. Nicholas Schock

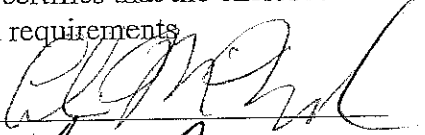
DEPARTMENT: Prosecutors Office

GRANT TITLE: Comprehensive Traffic Safety Program (C.T.S.P.)

DATE: April 19, 2012

### CERTIFICATION LETTER

The DEPARTMENT OF HUMAN SERVICES certifies that the enclosed Grant has been reviewed and meets the standard requirements.

REVIEWED BY: 

REVIEWED BY: 

Grants Coordinator

FREEHOLDER MEETING: May 2, 2012

New Jersey Relay Service – 711  
Gloucester County Relay Service  
(TTY/TTD) – (856)848-6616

## GRANT REQUEST FORM

INCLUDE THE GRANT APPLICATION AND COMPLETED PROPOSAL. IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES. ALSO INCLUDE BUDGET WITH COUNTY ACCOUNT NUMBERS.

DATE: 3/29/12

1. TYPE OF GRANT  
       NEW GRANT

  x   RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER 12-247

2. GRANT TITLE: Comprehensive Traffic Safety Program (C.T.S.P.)

3. GRANT TERM: FROM: 10-1-2012 TO: 09-30-2013

4. COUNTY DEPARTMENT: Gloucester County Prosecutor's Office

5. DEPT. CONTACT PERSON & PHONE NUMBER: Det. Nicholas Schock / 384-5640

6. NAME OF FUNDING AGENCY: New Jersey Division of Highway Traffic Safety

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): The Gloucester County Prosecutor's Office will work in cooperation with the New Jersey Division of Highway Traffic Safety to conduct public awareness campaigns, attend health safety and educational events. The Gloucester County Highway Safety Taskforce will continue its outreach by bringing traffic safety programs into the many diverse communities in our County.

8. PERSONNEL-EMPLOYEE NAME & AMOUNT OF SALARY FUNDED THROUGH PROPOSED GRANT PROGRAM (INDICATE A NEW HIRE WITH AN ASTERISK " \* "):

NAME	AMOUNT	NAME	AMOUNT
N/A			

9. TOTAL SALARY CHARGED TO GRANT: \$ N/A

10. INDIRECT COST (IC) RATE: N/A %

11. IC CHARGED TO GRANT \$ N/A

12. FRINGE BENEFIT RATE CHARGED TO GRANT: N/A %

LINE ITEM NARRATIVE  
COMPREHENSIVE TRAFFIC SAFETY PROGRAM  
C-2

**Professional Services**

**205 Advertising**

To purchase media time and/or advertisements for public relations information.  
To include but not limited to Annual High School Video Contest and Public  
Notices for County DUI Checkpoints/Saturation Patrols.

**217 Professional Services**

To host and coordinate two (2) 5-day and three (3) 10-day crash investigation  
schools for patrol officers at the Gloucester County Police Academy. To include  
but not limited to Crash Investigation I, Crash Investigation II, GPS Forensic  
Investigations, Traffic Accident Reconstruction and Advanced commercial  
Vehicle Crash Investigations.

**920 Conferences**

Attendance at various training conferences for Gloucester County Highway  
Safety Task Force personnel, i.e., Special Problems in Traffic Crash  
Reconstruction by the Institute of Police Technology and Management and the  
ARC/CSI Annual Conference, CDR Users Conference and Lifesavers  
Converence.

**911 Educational Materials**

To purchase pre-printed National Safety Council Defensive Driving instructional  
materials and instructional DVDs

### **Contractual Services**

#### **217 Professional Services**

To pay for website hosting for the Gloucester County Safe Roads website and N.J. Safety Council Defensive Driving Course license fees.

### **Commodities**

#### **275 Printing**

Printing of posters, brochures, coloring books, promotional items (items with CTSP logo), and handouts as educational/promotional materials. Printing for the programs associated with the Gloucester County High School Video Contest.

#### **403 Safety Supplies**

Traffic marking paint, cones, reflective vests, signs and other supplies used at or in support of DUI checkpoints.

#### **493 Plaques, Trophies & Awards**

Various trophies, plaques and/or awards for selected recipients of contests sponsored by the Highway Safety Taskforce (i.e. High School Video Contest).

### **Other Direct Cost**

#### **460 Police Supplies**

Purchase of Urine & Blood Alcohol collection kits (for municipal departments/DRE's).

## BUDGET NARRATIVE

### COMPREHENSIVE TRAFFIC SAFETY PROGRAM

205	Advertising	\$2,000
217	Professional Services	\$48,450
275	Printing	\$2,500
403	Safety Supplies	\$500
460	Police Supplies	\$1,500
493	Plaques, Trophies & Awards	\$500
911	Educational Materials	\$1,000
920	Conferences	\$2,000
Total		\$58,450

## **PROBLEM STATEMENT**

Gloucester County is comprised of approximately 330 square miles and has a population estimated to be 289,920 residents. Gloucester County's population has increased by an estimated 14% since April 2000. Considered one of the most heavily traveled counties in New Jersey, it is comprised of 3,500 miles of local roads, 403 miles of county roadway, over 246 miles of state highway, and the New Jersey Turnpike. The highways in the county provide year-round commuting that is associated with the growing work force and tourism of the shore communities. From a state survey, it has been determined that Gloucester County is one of the fastest growing counties. Furthermore, Gloucester County is projected to have the largest population growth in the State of New Jersey by the year 2025. The roadways in Gloucester County were not built to support the current driving population.

Over past years, there was a steady increase in injuries in all areas, with the emphasis being on traffic crashes. In two consecutive years (2002 and 2003), Gloucester County had ranked second in the state for alcohol-related motor vehicle crashes that resulted in either death or injury. Decreasing the incidence of preventable accidents through increased police presence, enforcement and education is both a salutary and attainable goal. In 2003 and 2004, these numbers began to show a decline, with the number of fatal motor vehicle crashes dropping. In 2002, Gloucester County had 42 fatal motor vehicle crashes; in 2003 the number was 31 and in 2004, the number was 26. However, this number had an upward trend in the next three years, with 38 fatalities occurring on Gloucester County roadways in 2005, 40 in 2006, and 48 in 2007. In 2008, Gloucester County posted a landmark drop in fatalities in the County, having only 32 fatal crashes, and 36 fatalities. This was a 27% reduction in fatal crashes, and a 25% reduction in fatalities. Gloucester County was ranked fourth among all 21 counties in New Jersey in the total reduction of fatal crashes. In 2009, Gloucester County was able to continue this record trend, having only 22 fatal crashes and 22 fatalities. This was a decrease of 31% in fatal crashes and a 38% reduction in fatalities from 2008, also the lowest number of fatalities in the past 17 years. In 2010, Gloucester County was able to further reduce the record low number of traffic fatalities. There were 19 fatal crashes and 19 fatalities in Gloucester County in 2010. This was a reduction of 13% in both fatal crashes and fatalities from 2009. 2011 showed a 26% increase in fatal crashes, with 24 fatal crashes and 26 fatalities occurring in Gloucester County.

The need to increase awareness of the public concerns of speeding, stop sign, red light, inattentive/aggressive driving violations can be enhanced by the use of recommendations made by police, highway engineering and other professionals educating the public to participate and report information on suspected violations to local police or county highway departments.

The Gloucester County Prosecutor's Office works in cooperation with the New Jersey Division of Highway Traffic Safety to conduct public awareness campaigns and attend health, safety and educational events. It also works to incorporate the services of the Gloucester County Highway Safety Task Force board members, highway safety professional organizations, municipal police departments, senior organizations, advocacy groups, community groups and churches. The Gloucester County Highway Safety Task Force (GCHSTF) will broaden its outreach by bringing traffic safety programs into the many diverse communities in our County. Emphasis will be placed on community-based child safety seat seminars, pedestrian safety awareness, defensive driving awareness and school-based educational presentations and demonstrations.

## **CRASH DATA RECORDS SYSTEM**

**PROBLEM STATEMENT:** The need to compile fatal crash data and maintain an accurate up-to-date data base remains an important aspect to assessing traffic safety needs within Gloucester County. Studying the behaviors of the driver is one of the most important aspects of crash analysis. Determining why people act the way they do in a traffic situation and being able to predict the outcome is one of the keys to prevention. Road type, contributing circumstances and even vehicle type are all related to the causes of a motor vehicle crash, which is information to be collected and documented.

The most commonly reported contributing circumstance to fatal traffic crashes is "driver inattention". The second most common is "pedestrian violation." The reason for this is that the data is taken directly from the NJTR-1 where reporting agencies document vehicle crashes. In most cases, no information is available at the scene that would enable the officer to draw any important conclusions about the crash. In a serious crash, the victims are taken off by ambulance to the hospital and in minor crashes, this is left blank or the driver will say "I wasn't paying attention", or "I didn't see them" which gets listed as driver inattention.

Ongoing maintenance of our data base will be crucial to providing our municipal police departments, agencies, and traffic safety partners with current fatal crash data for analysis of potential problem areas within the County. Specific emphasis will be placed upon identifying baseline exposure traffic crash rates for the following general areas of interest:

- Overall Traffic Crashes
- Alcohol Related Traffic Crashes
- Pedestrian Injuries and Fatalities
- Unrestrained Occupant Fatalities
- Occupant Restraint Usage

The data sources will be used to identify problem areas and to analyze the nature of the problem. Members of the subcommittee will continue to meet and develop a plan to forward the information to several organizations and local law enforcement agencies.

In 2007, there were 10,081 reported motor vehicle crashes in Gloucester County. By maintaining and identifying problem areas, and implementing countermeasures, such as targeted enforcement, sobriety checkpoints, and public awareness through media outlets, the total number of crashes in 2008 dropped to 9,978, a decrease of 103 crashes, or 1.02%. In 2009, crashes in Gloucester County increased slightly to 10,495, an increase of 5%. In 2010, crashes in Gloucester County were reduced to 10,271. Gloucester County nearly met its goal of a 2.5 percent reduction, and will continue to strive towards this success. In 2011, there were 10,357 reported crashes in Gloucester County, nearly identical to 2010. In the current FY2012, Gloucester County is striving for a 2.5% reduction in crashes. In FY13, Gloucester County will seek an additional 2.5% reduction in the total number of crashes.

OBJECTIVE: Continue to compile fatal crash data from 24 municipalities for statistical analysis, recognition and improvement of high-risk locations within Gloucester County. Through crash analysis, countermeasure development, investigation, and successful prosecution of violators, Gloucester County seeks to improve upon the goal of 10,098 in 2012, to less than 10,000, or 2.5% in 2013.

**Strategy #1: Collect crash data from every municipality in Gloucester County**

1. Reconcile fatal reports with the State office of Highway Safety FARS Office
2. Collection of fatal data through the Gloucester County Medical Examiner's Office
3. Collect all fatal crash data from each municipality on a yearly basis

**Strategy #2: Analyze collected crash data**

1. Collect traffic data with previously purchased Traffic Data Collection device
2. Promote sharing of data between municipalities for comparison and analysis
3. Supply data to Gloucester County Office of Engineering for identification of high-risk areas and improvement of safety within Gloucester County
4. Post collected data to Highway Safety Taskforce website ([www.gcsaferoads.org](http://www.gcsaferoads.org)) for public awareness and access



## **OCCUPANT PROTECTION**

**PROBLEM STATEMENT:** Recently published statistics from the New Jersey Division of Highway Traffic Safety (DHTS) show the seat belt usage rate for the State has risen to an all-time high of 94.51% according to a post mobilization survey conducted following the Click It or Ticket 2011 Mobilization effort. This was an increase of 0.78% from the 2010 campaign, and the 15th year in a row that the rate of usage has shown an increase. The 1998 statewide average was only 63.4%. Although New Jersey has a high seat belt use rate, the fact remains that over 5% of the residents are not utilizing restraint systems, and are therefore, at higher risk for death or injury if involved in a collision.

Even though seatbelt usage has risen steadily, Gloucester County Police agencies still issued 573 summonses for seatbelt violations during the 2011 two week Click it or Ticket mobilization period. Out of 22 reporting agencies, Gloucester County accounted for 1.78% of the total summonses issued in the state, leaving room for improvement.

Seat belt usage is one of the most effective means of reducing traffic fatalities and serious, moderate and minor traffic injuries. The U.S. Congress created the Section 157 Innovative Grant Program in an effort to raise seat belt usage rates throughout the country. In FY 2005 - 2011, the New Jersey Division of Highway Traffic Safety utilized a large portion of its Section 157 grant funding to carry out a comprehensive seat belt programs called the "Click It or Ticket" and "Buckle Up South Jersey" Seat Belt Enforcement Mobilizations. During these enforcement campaigns, the majority of Gloucester County police departments participated in the seat belt program. The Gloucester County Highway Safety Task Force continues to promote and encourage our municipalities to participate. The Task Force consistently assists the New Jersey Division of Highway Traffic Safety with gathering participant's reporting information.

According to a recent NHTSA/National Center for Statistics & Analysis survey, safety belts, when used, reduce the risk of fatal injury to front-seat passenger car occupants by 45 percent, and moderate or critical injury by 50%. The need to educate the various diverse populations throughout Gloucester County regarding child safety seat usage and safety belt use is great in the County. Our focus for 2011-2012, is to continue to reach a greater population through use of media, outreach programs and supplying trained Child Passenger Safety (CPS) seat technicians for on-site child safety seat inspections within their communities.

In a statement issued by Department of Transportation Secretary Norman Y. Mineta in April of 2006, he called highway traffic deaths a "national tragedy." According to NHTSA/ FARS Report, 33,808 persons were killed on the nation's highways in 2009, marking a decrease from 37,423 in 2008. NHTSA also reported that 49.2% of passenger vehicle occupants who died in 2009 were unbelted, and 27.8% of drivers were also unbelted. Low safety belt usage among teens is a concern for the Highway Safety Task Force in 2012-2013.

Data obtained utilizing the Plan4Safety program indicates that the incidents of non-use of seatbelts in injury related crashes increased from 89 from 2008 to 166 in 2009. In 2010, this number dropped to 111, and then remained relatively unchanged in 2011, with 116 crashes where injuries occurred by not using seatbelts. However, the amount of fatal crashes where seatbelts were not used increased slightly from 8 in 2009 to 10 in 2011. Utilizing this new resource program, the Taskforce will continue to monitor seatbelt usage as it pertains to injury and fatal crashes and seek future reductions in these numbers.

**OBJECTIVE:** To increase safety belt usage and child safety seat use in every municipality with in Gloucester County. Decrease the number of injuries and fatalities sustained while seatbelts were not in use to under 100 injuries (14% reduction) and 8 fatalities (20% reduction). Also target 0.5% increase in seatbelt usage following Click it or Ticket mobilization to 95.0%.

**Strategy #1: Coordinate law enforcement, education and civic communities to help raise awareness of occupant protection issues.**

1. Coordinate the education and enforcement programs for all 24 municipalities throughout Gloucester County.
2. Provide materials and commodities for local officers to conduct classes and educational seminars at schools, community centers and senior citizen associations.
3. Advertise safety seat inspections with local and regional media when possible. Distribute needed educational materials to parents at time of the inspections (made available in English and Spanish). Purchase needed materials to aid in proper installation of child safety seats.
4. Production of videos/public service announcements, made by students from the community, promoting seat belt use, pedestrian safety and other highway traffic safety issues, as well as portraying the dangers of aggressive, drowsy, drugged, drunk and/or distracted driving.
5. Utilize a road/traffic stencil to paint messages of "Buckle Up" in various locations. The locations will include, but not be limited to:
  - a. Schools
  - b. Businesses
  - c. Churches
  - d. Municipal Police Departments
  - e. County Prosecutor's Office
6. Use training received in the Plan4Safety Program to continue to monitor seatbelt usage as it pertains to crashes with injuries and fatalities.
  - a. Also monitor Click It or Ticket mobilizations and number of summonses issued, aim for higher usage and fewer summonses issued.

## IMPAIRED DRIVING EDUCATION AND PREVENTION

PROBLEM STATEMENT: DUI incidents have continued to pose an identifiable risk to Gloucester County. Municipal police departments throughout Gloucester County continue to enforce DUI laws with zero tolerance. Gloucester County police agencies charged 960 drivers with DUI in 2011.

According to a recent NJSP annual report report in 2010, there were 556 fatalities in New Jersey. Of those 556, 36.5% had consumed alcohol to some extent. Nationally, in 2009, there were 30,797 fatal crashes, of which 32% were alcohol-related. There is 1 person killed every 30 minutes in the country, due to an alcohol-related crash. One injury occurs every minute in the country, due to an alcohol related crash. Three out of every ten Americans will be involved in an alcohol related crash at sometime during their life.

There were 24 fatal motor vehicle crashes in 2011 in Gloucester County, resulting in 26 fatalities. Of these 24 crashes, 8, or 33.3% were drug/alcohol related. The Gloucester County Prosecutor's Office also prosecuted 43 assault by auto criminal cases, 29 of which were drug/alcohol related. These cases resulted in 52 injuries. The percentage of alcohol-involved fatalities rose from 31.5% in 2010 to 33.3% in 2011. Additionally, the number of assault by auto cases also increased from 23 in 2010 to 43 in 2011.

Educating our youth about the hazards of drinking and driving will be a major area of focus for 2012 - 2013. We will strengthen our alliance with the Southwest Council and continue to increase the number of in-school educational presentations. DUI enforcement and education will be an important aspect of the Gloucester County Highway Safety Task Force (GCHST). The GCHST will work along with the Southwest Council to educate students about the hazards of driving under the influence of drugs or alcohol. The Taskforce will continue to produce its annual high school video contest. The contest has high school students produce 30 second videos depicting the dangers of drinking and driving, as well as an alternate topic. Participation in this contest has risen steadily over the years that it has been done, with video submissions reaching milestone highs of 125 entries in the 2010 contest, 117 in the 2011 contest, and 118 in the 2012 contest. .

The number of crashes involving alcohol that were not fatal or prosecutable in Gloucester County showed decreases in all areas from 2009-2011. Crashes involving just property damage decreased from 211 to 191 (9.5%), and crashes involving alcohol with injuries decreased from 146 to 133 (8.9%). Decreasing crashes involving alcohol has become an attainable goal and the Taskforce will seek to continue further reductions in these numbers in future years.

The number of DUI related offenses continues to be a concern in Gloucester County. The following chart will demonstrate the number of DUI related offenses that occurred in Gloucester County during 2011.

<b>POLICE DEPARTMENT</b>	<b>DUI ARRESTS 2011</b>	<b>POLICE DEPARTMENT</b>	<b>DUI ARRESTS 2011</b>
WASHINGTON TOWNSHIP	150	GLASSBORO	134
FRANKLIN TOWNSHIP	58	DEPTFORD TWP.	70
MONROE TOWNSHIP	80	WEST DEPTFORD TWP	47
EAST GREENWICH TWP.	71	WESTVILLE/ NATIONAL PARK	28
WOODBURY HEIGHTS	9	MANTUA TWP.	37
HARRISON TWP.	26	CLAYTON	26
WOODBURY	33	ELK TWP.	24
ROWAN UNIVERSITY	49	PAULSBORO	23
WOOLWICH/SWEDESBORO	13	LOGAN TWP.	29
GREENWICH TWP.	18	PITMAN	4
NEWFIELD	15	WENONAH	7
SOUTH HARRISON	9		
TOTAL	531	TOTAL	429
<b>TOTAL FOR 2011</b>			<b>960</b>

**OBJECTIVE:** To reduce the number of crashes involving drugs or alcohol within Gloucester County during 2012-2013 by 10%. Reduce the number of fatal crashes involving alcohol by 5%.

**Strategy #1: Educate the community, by raising awareness of occupant protection issues.**

1. Production of videos/public service announcements, made by students from the community, promoting seat belt use, pedestrian safety and other highway traffic safety issues, as well as portraying the dangers of distracted, aggressive, drowsy, drugged & drunk driving.
2. Use of local and regional media to air the winning video of the annual High School Video Contest, which will educate the community about the dangers of drinking and driving, as well as promote and expand the contest itself and raise awareness of the Taskforce and its goals to the public.

**Strategy #2: Conduct education programs in the school systems throughout the County.**

1. Purchase educational videos for use during programs at schools, seminars, community days, etc.
2. Demonstrate Fatal Vision Goggles during programs at schools, seminars, community days, etc.
3. Work with The Southwest Council to encourage the use of the Fatal Vision Goggles.
4. Advertise the Fatal Vision Program to the public for use by schools, business and industry.
5. Conduct community outreach in Gloucester County to provide education regarding driving under the influence (DUI).
6. Distribute DUI literature and educational materials in English and Spanish.

**Strategy #3: Promote Project Graduation/Prom**

1. Provide assistance to any requesting High School or Municipal police agency.

**Strategy #4: Increase enforcement and training**

1. Provide materials, literature and county equipment to be used at sobriety checkpoints.
2. Coordinate dates with local police departments to conduct DUI patrols in a "task force" concept. These operation periods are to run in concurrence with national periods of special emphasis for drugged and drunk driving.

**Strategy #5: Increase law enforcement through training and DUI campaigns.**

1. Promote the NJDHTS "Over the Limit, Under Arrest" campaign. Apply for grant funding to administer/assist municipal police departments with staging DUI Sobriety Checkpoints and Saturation Patrols.

## **PEDESTRIAN SAFETY**

**PROBLEM STATEMENT:** The State of New Jersey has maintained a pedestrian fatality rate of around twenty-five percent, involved in accidents, over the past five years. Pedestrian fatalities remain high within Gloucester County. 2 of the 24 fatal crashes in Gloucester County in 2011 involved pedestrians/pedalcyclists, equaling 8% of the total fatal crashes. In addition, 5 of the 43 assault by auto cases involved pedestrians, equaling 11.6%. Reducing these numbers will be a paramount goal for the GCHST. Gloucester County saw significant increases in pedestrian fatalities in 2010, but was able to reduce this number greatly in 2011. In 2010, pedestrians accounted for 58% of the 19 fatalities. They also accounted for 13% of the assault by auto cases. Gloucester County has experienced a high rate of pedestrian crashes on State Highways 42, 47, Route 322 (Black Horse Pike) and in the area of Rowan University, Glassboro, New Jersey. Pedestrians have a low survival rate when struck by a vehicle so when a crash does occur, it is more times than not a tragedy.

**OBJECTIVE:** Reduce the number of pedestrian fatalities by 1; reduce the fatality rate by 5%. Reduce the number of overall pedestrian crashes by 5%.

### **Strategy #1: Gather and examine crash data involving pedestrians.**

1. Gather available information from NHTSA/New Jersey FARS, as well as local police department's data.
2. Examine statistics, paying close attention to any significant patterns relative to individual fields, i.e. gender, time of day, day of week, location, alcohol or drug involvement, age, etc.
3. Study findings to establish which areas are over-represented in pedestrian fatalities and customize program to focus on those areas.

### **Strategy #2: Incorporate the "3-E's", Enforcement, Education and Engineering countermeasures, into our Comprehensive Traffic Safety Program.**

1. Work with local police departments to establish pedestrian safety as a priority.
2. Encourage officers to enforce pedestrian laws in their communities.
3. Organize an effective educational campaign to reach the target audience, to include:
  - a. Distribution of literature on pedestrian law to both pedestrians and motorists;
  - b. Educating motorists and pedestrians as to common causes of MV/Pedestrian crashes.
4. Provide materials and commodities for local officers to conduct classes at schools, community centers and senior citizens associations.

### **Strategy #3: Promote safe pedestrian practices with young children.**

1. Contact elementary schools about program.
2. Provide literature to interested schools.

## **TRAINING/EDUCATION/WORKSHOPS**

**PROBLEM STATEMENT:** Education and training are major components of any successful program. Gloucester County has continued to stress the importance of having officers trained in Crash Investigations, Defensive Driving, Work Zone Safety, Child Passenger Safety and Drug Evaluation and Classification.

**OBJECTIVE:** To continue to encourage the increasing percentage of Gloucester County Officers trained in Crash Investigation, Defensive Driving, Work Zone Safety, Child Passenger Safety Technicians and Drug Evaluation and Classification. Coordinate training and educational programs for motorists, pedestrians, police officers, bicyclists, parents, children, educators, civic groups and citizens concerned with traffic safety issues.

**Strategy #1: Coordinate and host, two (2) 5-day and three (3) 10-day crash investigation schools for patrol officers**

1. Reserve dates at Police Academy for the following classes: Crash Investigation I, Crash Investigation II, Traffic Crash Reconstruction, GPS Forensic Investigations, and Advanced Commercial Vehicle Crash Investigations.
2. Purchase any necessary equipment and/or hire instructors

**Strategy #2: Distribute educational/informational brochures.**

1. Obtain brochures from highway traffic safety, NHTSA, safety organizations, AAA, etc.
2. Categorize and warehouse educational materials for distribution to local agencies, organizations and civic groups.
3. Print or reproduce informational/educational materials, upon request, as needed.

**Strategy #3: Staff Training/GCHSTF**

1. Allocate funding for GCHSTF personnel to attend various training conferences, seminars and workshops to enhance staff skills and knowledge in the latest traffic safety programs and technology, i.e., Lifesavers Conference, Special Problems in Traffic Crash Reconstruction, and the ARC / CSI Conference and CDR Users Conference.
2. Make all arrangements for attendance of conferences, seminars and workshops.

## **AGGRESSIVE DRIVERS**

**PROBLEM STATEMENT:** Research in the traffic safety field has determined a trend over the past ten years of more aggressive driving behaviors in both male and female drivers. Unsafe Speed is listed as the third most common contributing circumstance to fatal motor vehicle crashes in the state. From 2009-2011, Gloucester County had a reduction in crashes where injuries and property damage resulted from unsafe speed. There were 445 crashes in Gloucester County which resulted in property damage in 2011, compared to 609 in 2009. In 2009, there were 267 crashes where unsafe speed caused injuries. In 2011, this number was reduced to 222.

**PROBLEM SOLUTION:** To provide support to municipalities in the implementation of their Aggressive Driving grant programs. To provide technical support to local municipalities by means of deploying our traffic data collection unit, as well as our Crash Data Retrieval (CDR) unit and Vericom Computer System to provide departments with data necessary to obtain grant funding. Instruct the National Safety Council's Defensive Driving Course for the residents of Gloucester County.

**OBJECTIVE:** Decrease the number of crashes involving speed and other aggressive driving factors by 5%. Assist the designated grant recipients with the implementation of their Aggressive and Defensive Driving grant programs, which are mini-grants from NJDHTS. Support of the programs will be by providing press releases and educational materials in English and Spanish.

**Strategy #1: Utilize the Crash Data Retrieval (CDR) system.** This device was purchased using CTSP 2005 grant funding, and has been maintained utilizing monies from subsequent grant years. The device is used to analyze driving trends, especially as it relates to speed. Using the Crash Data Retrieval System, the Gloucester County Prosecutor's Office will be able to offer assistance to municipal law enforcement agencies with the identification of crashes which involve aggressive driving tactics such as speeding or following too closely (tailgating).

**Strategy #2: Deploy newly purchased Traffic Counter.** This device is being purchased with FY2010 monies. Using the Traffic Collection Device, municipal law enforcement agencies and document and identify new driver trends, i.e. increases in vehicular traffic on a particular road and analyze why it is occurring.

**Strategy #3: Instruct the National Safety Council's Defensive Driving Course.** The taskforce will provide assistance with instruction and materials for the NJ State Safety Council's Defensive Driving Course for the residents of Gloucester County. The Taskforce will look to host four (4) dates for residents to attend the course and receive instruction.



## **PERFORMANCE INDICATORS**

The planning, development, implementation and coordination of all objectives will be accomplished in a timely fashion.

## **MILESTONES**

Milestones for this project shall be identified by the ability of the Gloucester County Highway Safety Task Force to meet the objectives outlined under the respective sub-areas.

## **EVALUATION**

Evaluation of this project will be made by representatives from the New Jersey Division of Highway Traffic Safety. It shall also be evaluated based upon the percentage of the objectives completed. Statistical trends regarding the number of fatal crashes, prosecutable crashes, and overall seatbelt usage will be monitored and evaluated by the reduction, or increase in numbers.

### **Reporting Requirements:**

Narrative reports will be filed quarterly with the NJDHTS. A year-end report of the project's activities and accomplishments will be filed at the close of the project period. The year-end report shall also include recommendations for future GCHST projects and activities.

Financial reports will be filed in accordance with the guidelines and time frames outlined in the financial package.

Gloucester County

FED-2013-Gloucester County-00153

GENERAL INFORMATION

Application Agency Gloucester County

Project Title Gloucester County Highway Safety Taskforce Comprehensive Traffic Safety P

Federal Tax ID # 216000660

D-U-N-S Number 957362247

CCR Registered? ☒ Yes ☐ No

Project Period

From 10/1/2012 To 9/30/2013

Final financial claim due October 31.

Project period must be within current federal fiscal year (October 1 - September 30).

Type of Application

☐ Initial ☒ Cont. ☐ Year2 ☐ Year3

Is the applicant organization non-profit? ☐ Yes ☒ No

Are you a New Jersey State Agency (e.g. Division of State Police, Department of Community Affairs)? ☐ Yes ☒ No

Gloucester County

FED-2013-Gloucester County-00153

CONTACT INFORMATION

Project Director

Prefix: Offic  
First Name: Nicholas  
Last Name: Schock  
Title: Detective  
Address 1: PO Box 623  
Address 2:  
City: Woodbury  
State: New Jersey  
Zip: 08096  
Phone: 856 - 384 - 5635  
Fax: 856 - 384 - 5596  
E-Mail: nschock@co.gloucester.nj.us

Financial Director

Prefix: Mr.  
First name: Gary  
Last Name: Schwarz  
Title: Treasurer  
Address1: PO Box 337  
Address2:  
City: Woodbury  
State: New Jersey  
Zip: 08096  
Phone: 856 - 853 - 3353  
Fax: 856 - 845 - 6234  
E-Mail: gschwarz@co.gloucester.nj.us

Gloucester County

FED-2013-Gloucester County-00153

CONTACT INFORMATION

Authorizing Official

Prefix: Mr.  
First Name: Robert  
Last Name: Damminger  
Title: Freeholder Director  
Address 1: PO Box 337  
Address 2:  
City: Woodbury  
State: New Jersey  
Zip: 08096  
Phone: 856 - 853 - 3395  
Fax: 856 - 853 - 3308  
E-Mail: rdamminger@co.gloucester.nj.us

Gloucester County

FED-2013-Gloucester County-00153

NARRATIVE DESCRIPTION OF PROJECT

**Problem Statement**

Describe in detail the specific problem you are attempting to impact or correct. Objectives must be measurable and three years of data to support the problem is required. Indicate why your current program or activity is not adequate and explain past efforts to resolve the problem. Provide supporting data, facts, or statistics which substantiate the need for the project.

See attached problem statement

Draft

Click the Browse button to add Problem Statement attachments.

354505-PROBLEMSTATEMENT-CTSP13.doc

**Objectives**

Describe objectives to be accomplished during the project. Objectives should be specific, clearly written, measurable, targeted to the problem identified and time framed.

**Objective**

Compile crash data from all 24 municipalities. Reduce the overall number of crashes to below 10,000, or 2.5% in 2013.

Click the Browse button to add Objectives attachments

**Tasks**

See attached problem statement

**Activities**

See attached problem statement

Gloucester County

FED-2013-Gloucester County-00153

**Objective**

Decrease the number of injuries and fatalities sustained while seatbelts were not in use to under 100 injuries (14%) and 8 fatalities (20%). Also target 0.5% increase in seatbelt usage following Click it or Ticket

Click the Browse button to add Objectives attachments.

**Tasks**

See attached problem statement

**Activities**

See attached problem statement

Gloucester County

FED-2013-Gloucester County-00153

**Objective**

Reduce the number of crashes involving drugs or alcohol within Gloucester County by 10%. Reduce the number of fatal crashes involving alcohol by 5%.

Click the Browse button to add Objectives attachments.

**Tasks**

See attached problem statement

**Activities**

See attached problem statement

Draft



Gloucester County  
FED-2013-Gloucester County-00153

**Objective**

Reduce the number of pedestrian fatalities by 1. Reduce the fatality rate by 5%. Reduce the overall number of pedestrian crashes by 5%.

Click the Browse button to add Objectives attachments.

**Tasks**

See attached problem statement

**Activities**

See attached problem statement

Gloucester County

FED-2013-Gloucester County-00153

**Objective**

Increase the percentage of officers trained in Crash Investigation

Click the Browse button to add Objectives attachments.

**Tasks**

See attached problem statement

**Activities**

See attached problem statement

Draft

Gloucester County

FED-2013-Gloucester County-00153

**Objective**

Decrease the number of crashes involving speed and other aggressive driving factors by 5%.

Click the Browse button to add Objectives attachments.

**Tasks**

See attached problem statement

**Activities**

See attached problem statement

Draft

Objective

Click the Browse button to add Objectives attachments.

Tasks

Activities

Draft

Objective

Click the Browse button to add Objectives attachments.

Tasks

Activities

Draft

Objective

Click the Browse button to add Objectives attachments.

Tasks

Activities

Draft

Objective

Click the Browse button to add Objectives attachments.

Tasks

Activities

Draft

**METHODOLOGY (METHODS)**

**Methodology (Methods)**

Describe activities and procedures which will be undertaken to achieve each objective. Fully describe what actions are necessary to help resolve the problem stated.

See attached problem statement.

Draft



Gloucester County

FED-2013-Gloucester County-00153

MILESTONES

Describe sequence of activities. Applications may include a time chart describing program activities.

**Task 1**

Gloucester County CTSP

**Activity 1**

Milestones for this project shall be identified by the ability of the Gloucester County Highway Safety Task Force to meet the objectives outlined under the respective sub-areas.

**Task 2**

**Activity 2**

## MILESTONES

Task 3

Activity 3

Task 4

Activity 4

Draft

## MILESTONES

Task 5

Activity 5

Task 6

Activity 6

Draft

## MILESTONES

Task 7

Activity 7

Task 8

Activity 8

Draft

## MILESTONES

Task 9

Activity 9

Task 10

Activity 10

Draft

EVALUATION

**Evaluation**

Describe how the expected results will be measured.

Administrative evaluation is required for all projects.

Impact evaluation is feasible only in a limited number of projects.

**Administrative (Performance) Evaluation**

Requires measuring the operational efficiency of task activities as they relate to the accomplishment of established goals and objectives. In measuring actual task activities, it compares them to:

1. the baseline or pre-task levels of the same activities;
2. the targeted levels of activity established for the task and the planned use of funds.

Evaluation of this project will be made by representatives from the New Jersey Division of Highway Traffic Safety. It shall also be evaluated based upon the percentage of the objectives completed.

**Impact (Efficiency) Evaluation**

A determination of the extent to which task operations and activities have contributed to the achievement of a objective related to crash involvement. Statistical trends regarding the number of fatal crashes, prosecutable crashes, and overall seatbelt usage will be monitored and evaluated by the reduction, or increase in numbers.

Gloucester County

FED-2013-Gloucester County-00153

EVALUATION

Subsequent Years

This is the last section of the proposal, but by no means the least important. We would like to know how you plan to continue your program when the grant funding phases out. This section does not apply to "one time only" grant application request, however, if you contemplate that the project will involve more than one year's financing with federal funds, please include for subsequent fiscal years the total amount estimated to be required broken down by source funding, example State, local, or federal.

The Gloucester County Highway Safety Task Force has been in existence over 9 years. As recipients of the CTSP grant for those years, the Taskforce has been able to make significant strides in reducing traffic fatalities and injuries. The Taskforce does not rely solely on federal funding, and funding has decreased over the past few years. However, the Taskforce continues to conduct its programs on its own.

The Taskforce will continue to request the same approximate amount of federal funding in subsequent years, depending on the needs of the roadways of Gloucester County.

Gloucester County

FED-2013-Gloucester County-00153

ACCEPTANCE OF CONDITIONS

Acceptance of Conditions can be found by [clicking here](#)

☒ I agree to the Terms and Conditions outlined in Acceptance of Conditions document found above.

Draft



Gloucester County

FED-2013-Gloucester County-00153

PROJECT LOCATION

☐ Please check this box if the project is statewide

County to filter by:

Gloucester County

☒ Please check this box if the project is countywide  
Municipalities:

Clayton Borough

Gloucester County

FED-2013-Clouesster County-00153

# SALARIES AND WAGES

Include each employee classification separately, and identify the employee's function in the relation to the grant. Include hourly rate of pay and hours or percentage of time to be charged to the grant. Show total costs of salaries and wages.

☒ If this page is not applicable, check SAVE or SAVE/NEXT.

[illegible]

FRINGE BENEFITS

List and compute dollar value for each fringe benefit separately. If the fringe is based on a percentage, indicate that percentage. If the fringe is based on a monthly cost, indicate that cost. Show total cost and percentage of fringe benefits.

☒ If this page is not applicable, click SAVE or SAVE/NEXT.

Description	Name	Federal Share	State/Local Share	Total Amount
				\$0
				\$0
				\$0
				\$0
				\$0
		\$0	\$0	\$0
Total:		\$0	\$0	\$0

TRAVEL

Itemize all travel costs related to the project. Show adequate detail and computations, to support cost. Itemize as either "In-State" or "Out of State". Identify nature of travel. In-State and "Out-of-State" travel requires prior DHTS written approval. If name not known, at this time, indicates "to be determined".

Detailed instructions for the Travel page can be found by [clicking here](#)

☐ If this page is not applicable, click **SAVE** or **SAVE/NEXT**.

Description (include % Federal and % State)	Name	Federal Share	State/Local Share	Total Amount
Travel/ Training - Conferences - Lifesavers Conference, CDR		\$2,000		\$2,000
				\$0
				\$0
				\$0
				\$0
Total:		\$2,000	\$0	\$2,000

Gloucester County

FED-2013-Gloucester County-00153

ENFORCEMENT/EDUCATION DETAILS

This page is for detailing overtime hours only  
Overtime is generally reimbursed at \$50/hour. This can be adjusted in rare circumstances and is subject to review and approval.

☒ If this page is not applicable, check this box and click SAVE or SAVE/NEXT.

Description	Number of Hours	Number of Staff	Hourly Rate	Federal Share	State/ Local Share	Total Amount
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
Total:	0	0		\$0	\$0	\$0

Gloucester County

FED-2013-Gloucester County-00053

MISCELLANEOUS PERSONAL SERVICES

Miscellaneous Personal Services include such items as telephone, postage, memberships, subscriptions, registration fees etc.

☐ If this page is not applicable, click **SAVE** or **SAVE/NEXT**.

Description	Federal Share	State/Local Share	Total Amount
Kean University - Crash Investigation I, Crash Investigation II	\$10,000		\$10,000
TM - Traffic Crash Reconstruction, GPS Forensic Investigations, Advanced Commercial Vehic	\$37,500		\$37,500
Special Media Events - Video Contest, Notice for DWI Checkpoints	\$2,000		\$2,000
			\$0
			\$0
<b>Total:</b>	\$49,500	\$0	\$49,500

Gloucester County

FED-2013-Gloucester County-00153

CONTRACTUAL SERVICES

Contractual services are services of individual consultants or consulting firms engaged in performing special services pertinent to highway safety, or systems development for highway safety, or systems development for highway safety. The DHS must approve any contract for services before the contract is finalized. Estimates shall describe the scope of services to be performed and basis for calculating the fee to be charged in such terms as: Number of man days of work at \$ per day, plus travel, overhead, and profit charges, etc.

☐ If this page is not applicable, click SAVE or SAVE/NEXT.

Description	Federal Share	State/Local Share	Total Amount
www.gcsaferoads.org - website hosting fees	\$350		\$350
NC Safety Council - DDC Video License fees	\$600		\$600
			\$0
			\$0
			\$0
Total:	\$950	\$0	\$950

Gloucester County

FED-2013-Gloucester County-00153

COMMODITIES

Cost of materials acquired and consumed specifically for the purpose of highway safety. Items that may be included under the heading are office supplies and other expendable materials needed during the course of normal operation of the project. Itemize each cost and provide details including quantities and per-cost item. Commodities exceeding 4% of the total grant amount are subject to review and approval.

☐ If this page is not applicable, click SAVE or SAVE/NEXT.

Description	Federal Share	State/Local Share	Total Amount
			\$0
	\$500		\$500
Road / Traffic Supplies	\$500		\$500
Plaques, Trophies, & Awards	\$2,500		\$2,500
Promotional Items	\$1,000		\$1,000
DDC 6/8 student workbooks and certificates			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Total:	\$4,500	\$0	\$4,500



OTHER DIRECT COSTS

Cost of the equipment or non-expendable property provided for the highway safety activities.

Equipment -

Means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1,000) or more per unit.

A. Equipment shall be used by grantee for the exclusive purpose for which it was acquired.

B. Equipment purchasing procedures should be initiated within 90 days of project approval.

C. Adequate maintenance procedures must be developed to keep to in good condition.

D. Property records must be maintained that include a description, a serial number cost location, and condition of the property.

E. No Equipment will be conveyed, sold salvaged, or transferred without the written approval of the Director or Deputy Director of the DHTS.

☐ If this page is not applicable, click SAVE or SAVE/NEXT.

Description		Federal Share	State/Local Share	Total Amount
Urine & Blood Alcohol Kits		\$1,500		\$1,500
				\$0
				\$0
				\$0
				\$0
Total:		\$1,500	\$0	\$1,500

Gloucester County

FED-2013-Gloucester County-00153

INDIRECT COSTS

Please contact DHTS for the latest policy regarding indirect costs.

☒ If this page is not applicable, click SAVE or SAVE/NEXT.

Description	Federal Share	State/ Local Share	Total Amount
			\$0

Gloucester County

FED-2013-Gloucester County-00153

**BUDGET SUMMARY**

Budget Line Item	Federal Share	State/Local Share	Total Amount
Salaries and Wages	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0
Travel	\$2,000	\$0	\$2,000
Enforcement/Education Details	\$0	\$0	\$0
Miscellaneous Personal Services	\$49,500	\$0	\$49,500
Contractual Services	\$950	\$0	\$950
Commodities	\$4,500	\$0	\$4,500
Other Direct Costs	\$1,500	\$0	\$1,500
Indirect Costs			\$0
<b>Total:</b>	<b>\$58,450</b>	<b>\$0</b>	<b>\$58,450</b>

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

☐ If this page is not applicable, check this box and click **SAVE** or **SAVE/NEXT**.

Certification regarding Debarment and Suspension can be found by clicking here.

☒ I agree to the Terms and Conditions outlined in the Certification regarding Debarment and Suspension document found above.

SIGNATURES

Project Director Approval

X I approve this application for submission  
Name: Nicholas F. Schock

Financial Director Approval

I approve this application for submission  
Name:

Authorizing Official Approval

I approve this application for submission  
Name:

Draft

fB

**RESOLUTION AUTHORIZING THE EXECUTION OF ANY AND ALL  
DOCUMENTS RELATIVE TO THE EDWARD BYRNE MEMORIAL JUSTICE  
ASSISTANCE GRANT (JAG) PROGRAM, #JAG 3-5-09, IN THE AMOUNT  
OF \$75,000, FROM APRIL 2, 2012 TO APRIL 1, 2013**

**WHEREAS**, the Gloucester County Prosecutor desires to submit an Edward Byrne Memorial Justice Assistance grant application to the State of New Jersey Department of Law and Public Safety, Division of Criminal Justice for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, Community Justice Grant Number JAG 3-5-09, for the period from April 2, 2012 to April 1, 2013; and

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester deems this to be beneficial to the citizens of the County of Gloucester; and

**WHEREAS**, the Gloucester County Prosecutor's Office reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and in its attachments is true and correct; and

**WHEREAS**, the Gloucester County Prosecutor's Office has submitted the grant application to the Department of Human Services for review, and said agency has approved said application, and the Board of Chosen Freeholders of the County of Gloucester understands and agrees that any grant received as a result of this application will be subject to the grant conditions and other policies, regulations and rules issued by the State of New Jersey, Department of Law and Public Safety, Division of Criminal Justice for the administration of grant projects; and

**WHEREAS**, the total amount of the grant funds to be requested is \$75,000.00, from April 2, 2012 to April 1, 2013.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester as follows:

1. That the Director of the Board is hereby authorized to execute any and all documents in connection with the filing of the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, Community Justice Grant Number JAG 3-5-09, in the amount of \$75,000.00, from April 2, 2012 to April 1, 2013.
2. That the Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above, and shall provide any necessary additional assurances as may be required.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 2, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

**ROBERT N. DILELLA, CLERK**



F3

BOARD OF  
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER  
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR  
Robert M. Damming

FREEHOLDER LIAISON  
Vincent H. Nestore Jr.



DEPARTMENT OF HUMAN  
SERVICES

DIRECTOR  
Lisa A. Cerny

P.O. Box 337  
Woodbury, NJ 08096

Phone: 856.384.6870  
Fax: 856.384.0207

[lcerny@co.gloucester.nj.us](mailto:lcerny@co.gloucester.nj.us)

[www.gloucestercountynj.gov](http://www.gloucestercountynj.gov)

TO: Jackie Caban

DEPARTMENT: Prosecutors Office

GRANT TITLE: Community Justice Program

DATE: April 19, 2012

### CERTIFICATION LETTER

The DEPARTMENT OF HUMAN SERVICES certifies that the enclosed  
Grant has been reviewed and meets the standard requirements

REVIEWED BY: 

REVIEWED BY: 

Grants Coordinator

FREEHOLDER MEETING: May 2, 2012

New Jersey Relay Service -- 711  
Gloucester County Relay Service  
(TTY/TTD) - (856)848-6616



CHRIS CHRISTIE  
Governor

KIM GUADAGNO  
Lieutenant Governor

*State of New Jersey*  
OFFICE OF THE ATTORNEY GENERAL  
DEPARTMENT OF LAW AND PUBLIC SAFETY  
DIVISION OF CRIMINAL JUSTICE  
PO BOX 085  
TRENTON, NJ 08625-0085  
TELEPHONE: (609) 984-6500

JEFFREY S. CHIESA  
Attorney General

STEPHEN J. TAYLOR  
Director

March 9, 2012

Honorable Sean F. Dalton, Prosecutor  
Office of the Gloucester County Prosecutor  
P.O. Box 623  
Woodbury, NJ 08906

RE: Edward Byrne Memorial Justice Assistance Grant (JAG) Program  
Grant Number: JAG 3-5-09

Dear Prosecutor Dalton:

The Division of Criminal Justice is accepting grant applications for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The State's plan, approved by the federal Bureau of Justice Assistance, has included funding to continue the Gloucester County Community Justice grant.

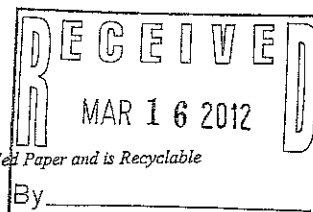
Your federal subgrant will be in the amount of \$75,000 and is scheduled to run for 12 months, from April 2, 2012 through April 1, 2013. Approval for expenditures for the grant cannot be authorized until a fully executed subgrant award/contract is completed. All required reports for your previous grant must be current and on file with the Division's Program Development Section prior to the start of your continuation grant.

A JAG application package has been emailed to Shannon Fuerneisen, Community Justice Coordinator. Please ensure that all items on the enclosed application checklist are completed prior to submitting your application. The completed application, including the required Resolution and grant certifications, should be submitted to the Program Development Section by April 13, 2012.

The federal government requires the gathering and reporting of specific performance measurements for all projects supported with JAG funding. These performance measures must be reported to DCJ throughout the entire grant period:



New Jersey Is An Equal Opportunity Employer · Printed on Recycled Paper and is Recyclable





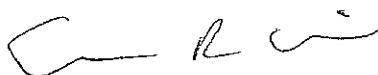
1. Performance Measurement Tool (PMT) data *via e-mail* quarterly, no later than **5 days** after the end of each quarter.
2. Narrative Programmatic Progress Reports *via e-mail* semi-annually, no later than 5 days after March 30 and September 30.

These reporting forms will be sent to you.

Federal funding for criminal justice assistance remains uncertain. Accordingly, it is suggested that you review your budget carefully and identify potential alternative sources of funding that will support your program.

For further assistance in preparing your application or if you have any questions, please contact Anthony Zelenak at (609) 633-8462.

Very truly yours,



E. Robbie Miller, Counsel to the Division  
Acting Chief, Program Development/Grants Section

c: Shannon Fuerneisen, Community Justice Coordinator (w/enc.)  
Jacqueline Caban, Assistant Prosecutor  
Anthony Zelenak, DCJ Program Analyst  
Jean Petherbridge, DCJ Research & Evaluation

[rev'd JAG 10/10]

**GLOUCESTER COUNTY**  
**COMMUNITY JUSTICE PROGRAM – JAG 3-5-09**  
**GRANT PERIOD 04/02/12-04/01/13**  
**LINE ITEM NARRATIVE**  
**C-2**

**Personnel**

**101-01 – Regular Pay**

To pay the salary of the full time Community Justice Coordinator

**227 – Stipends**

To pay 25 summer student intern stipends of \$400 each to participate in a program which will positively expose students to various levels of law enforcement and a summer seasonal intern to assist with the operational tasks of the Summer Youth Program at \$10/hr for seven weeks (32.5 hrs/wk) for a total of \$2,275.

**Purchase of Services**

**275- Printing**

To pay for plaques, trophies and certificates for the participants of the Anti-Bullying Video Contest for Gloucester County High Schools. To pay for plaques for the Random Acts of Kindness ongoing contest. Promotional items for the participants of the annual 2012 Juvenile Officers Association. To pay for educational materials for the Drug Alliance – Red Ribbon Week Event.

**299 – Other Outside Services**

To pay for transportation of summer student interns from the target towns to the Police Academy and Prosecutor's Office for four weeks in 2012 and three field trips. Speaker fees for annual conference for the Juvenile Officer's Association.

**430 – Food**

To pay for snacks and lunches for summer student interns for 2012 (\$10.50/meal x 45students x 2 weeks; \$10.50/meal x 28 students x 2 weeks).

**750 – Telephones**

To pay for telephone services for Community Justice Coordinator and Program Manager so that they can easily contact one another as the Program Manager spends much of her daily time in juvenile court.

**952- Special Events**

To pay for tuition at the Gloucester County Police Academy for 25 summer student interns in 2012 (25 x \$100/wk x 2 weeks). To pay for admission fees and other costs for educational/cultural field trips for the summer interns (\$35/person x 25 students)

## **Travel, Transportation, Subsistence**

### **920 -- Conferences**

To pay for training costs that may become available throughout grant period with prior grantor authorization.

### **970-Travel**

Mileage reimbursement for Community Justice Coordinator and Program Manager traveling to and from grant related duties and events.

## **Consumable Supplies and Printing**

### **275 -- Printing**

To pay for sports bags for summer student interns (\$14ea x 25 students). To pay for t-shirts with program logo for summer student interns (\$7ea x 25 students) and polo shirts for uniformity while on field trips (\$10ea x 25 students).

### **410 -- Office Supplies**

To pay for office supplies to run summer student intern program and for the Coordinator while performing grant duties.

### **419-Postage**

To pay for postage used with regard to Community Justice Grant correspondence.

2012-2013 COMMUNITY JUSTICE GRANT  
JAG 3-5-09  
BUDGET NARRATIVE

.101-01	Regular Pay	\$ 38,896.00
227	Stipends	\$ 12,275.00
275	Printing	\$ 1,425.00
299	Other Outside Services	\$ 4,700.00
410	Office Supplies	\$ 421.00
419	Postage	\$ 150.00
430	Food	\$ 7,665.00
493	Plaques, Trophies & Awards	\$ 1,200.00
750	Telephones	\$ 1,440.00
920	Education and Training	\$ 600.00
952	Special Events	\$ 5,928.00
970	Travel	\$ 300.00

\$ 75,000.00

Project Duration Period (when to when): April 2, 2012- April 1, 2013		Grant No.: JAG 3-5-09
Official Name of Applicant Agency: Gloucester County Prosecutor's Office		
Address: 70 Hunter Street PO Box 623		
City/State: Woodbury, NJ	Zip Code: 08096	County: Gloucester
Implementing Agency (if different than applicant):		
Agency Website:	Fiscal Year Start Date:	Federal ID Number:
Charitable Registration Number (if non profit & not exempt):		
Have there been any findings filed against the agency in regard to its charitable status? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No      If yes, please explain on a separate sheet.		New Jersey Business Registration Certificate:

Name and Title of Chief Executive/Agency Director: Robert M. Damming, Freeholder Director			
Street Address, City, State, Zip Code (if different from above):			
Telephone: 856-853-3390	Ext. 5534	Email: <a href="mailto:mcoryell@co.gloucester.nj.us">mcoryell@co.gloucester.nj.us</a>	Fax: 856-853-3495

Name and Title of Project Director: Jacqueline Caban, Assistant Prosecutor			
Street Address, City, State, Zip Code (if different from above): PO Box 623 Woodbury, NJ 08096			
Telephone: 856-384-5526	Ext.	Email: <a href="mailto:jcaban@co.gloucester.nj.us">jcaban@co.gloucester.nj.us</a>	Fax: 856-384-8624

Name and Title of Contact Person: Shannon Fuerneisen, Community Justice Coordinator			
Street Address, City, State, Zip Code (if different from above): PO Box 623 Woodbury, NJ 08096			
Telephone: 856-384-5511	Ext.	Email: <a href="mailto:Sfuerneisen@co.gloucester.nj.us">Sfuerneisen@co.gloucester.nj.us</a>	Fax: 856-384-8624

Name and Title of Chief Financial Officer: Gary Schwarz, Treasurer			
Street Address, City, State, Zip Code (if different from above): old courthouse, Broad & Cooper Streets Woodbury, NJ 08096			
Telephone: 856-853-3353	Ext.	Email: <a href="mailto:gschwarz@co.gloucester.nj.us">gschwarz@co.gloucester.nj.us</a>	Fax: 856-845-6234

Name and Title of Fiscal Contact Person: Carolyn Szolack			
Street Address, City, State, Zip Code (if different from above): PO Box 623 Woodbury, NJ 08096			
Telephone: 856-384-5500	Ext. 5533	Email: <a href="mailto:cszolack@co.gloucester.nj.us">cszolack@co.gloucester.nj.us</a>	Fax: 856-384-8624

**COMMUNITY JUSTICE**  
**JAG 3-5-09 GRANT APPLICATION**  
**2012-2013**

**GLOUCESTER COUNTY PROSECUTOR'S OFFICE**

**1. PROBLEM STATEMENT**

Gloucester County is a jurisdiction, which is primarily suburban and rural in character. The County is located on the Delaware River, across from the City of Philadelphia and neighbor to another urban center, Camden County. As such, areas of the County are considered suburbs of the City. These areas, which include communities established along the County's older major highways, as well as along the Delaware River, include smaller, older, urban centers. The estimated population of the County is approximately 286,000 persons who reside in twenty-four (24) separate municipalities to make up Gloucester County's ever growing diverse population. The County is also home to Rowan University and Gloucester County Community College.

In past Community Justice grants, we have focused primarily on our four highest crime areas in the county. In the most recent year, the focus has been specifically shifted to include providing many Community Justice resources throughout the county community. The Gloucester County Prosecutor's Office has encouraged each town to work as a whole in facing their similar issues that transcend municipal borders. Through Community Justice, a county wide community partnership that addresses needs and issues as brought forward by town representatives has been developed. The concept is to aid in building and improving working relationships between the various municipalities

in addressing common quality of life issues. In addressing issues, the Community Partnership has further developed into committees with the purpose of working directly on specific issues. One prime example is the Bullying Committee. Additionally, with the aid of the Community Justice Coordinator and the Community Partnership, the Gloucester County Prosecutor's Office has hosted community building events.

The countywide average crime rate according to the 2010 Uniform Crime Report is 29 (significantly lower than the crime rates of the four target municipalities) with a total number of index offenses at 8,782. The four target areas have each shown a higher crime rate than that of Gloucester County as a whole. Deptford Township leads this trend with 65.8, Woodbury 50.8, Paulsboro 44.8, and Glassboro 30.5.

The Gloucester County Prosecutor's Office has continuously undertaken efforts to address some of these problems initially by information gathering, planning, and outreach within the designated communities. A large part of the initial stage was opening and maintaining good communication with those communities in the selected towns and understanding common concerns, specifically their grave concerns about the visible drug activity and juvenile delinquency in their neighborhoods. Through the Community Justice Program, the Gloucester County Prosecutor's Office continued to work with target communities in addressing specific issues affecting the quality of life in the selected neighborhoods that had been identified as troubled by public disorder. Existing partnerships between the Gloucester County Prosecutor's Office and various community stakeholders were continued and strengthened.

Due to budget cuts across the realm of education, many character-building and civic activities are no longer available to area students to help inspire today's youth to become involved in the development of the community in a positive direction.

## **2. PROJECT DESCRIPTION**

Through the Community Justice program, the Gloucester County Prosecutor's Office will continue to work with the communities of Gloucester County with the ultimate goal of aiding the community to better its quality of life through addressing the issues and barriers that diminish the effectiveness of proactive law enforcement. The efforts will be directed to the at-risk communities as a whole and will also be specifically directed to the youth within those communities recognizing that today's youth are tomorrow's leaders.

The Gloucester County Prosecutor's Office will continue to work with the communities in examining what services and resources the Prosecutor's Office can offer to the neighborhoods with the goals of empowering the communities, fostering a positive working relationship with law enforcement and increasing the quality of life within their neighborhoods.

The Community Justice program will also rely on the guidance of the Gloucester County Community Partnership in continuously identifying the specific issues of the target communities, with both short term and long term goals that can be tackled not only by the Prosecutor's Office but also the various partners of the Anti-Crime partnership and as a board in its whole. The Gloucester County Community Partnership has been expanded from the Anti-Crime Partnership that only targeted select areas of the county.



The Gloucester County Community Partnership will be made up of community leaders from the county as well as resident volunteers from each town and Gloucester County Prosecutor's Office staff. The Partnership will meet bi-monthly to discuss the issues that are plaguing their respective communities. The use of real time statistics via crime mapping will continue to assist in addressing issues. Recent successes have included development of tip lines including a feature to text in tips anonymously, neighborhood watch, anti-gang initiatives, business owners' increased participation and anti-graffiti initiatives.

Also, to add to the effectiveness of the Community Justice program, our efforts will continue to expand to our positive involvement and interaction with the youth within the targeted at-risk communities through the continuation and the development of prevention and intervention programming for local youth through educational opportunities, direct contact, literature and handouts.

Gang issues have also become an issue facing today's youth reflecting the same type of gang infiltration and recruitment efforts seen through out the state of New Jersey. In the last three years, law enforcement in Gloucester County has come together to form a partnership to share information of suspected gang presence in various parts of the county and to document gang markings along with individuals who are identifying themselves as members of particular gangs.

Officers assigned as juvenile detectives and School Resource Officers meet on a quarterly basis to discuss juvenile trends and gang activity. While continuing this information sharing, we will also work towards providing youth within the county and

specifically the target areas with anti-gang activities and gang prevention programming such as G.R.E.A.T. (Gang Resistance Education and Training).

### **3. PROJECT GOALS**

The goal of the program will be to continue and strengthen partnerships and collaborations between police, prosecutors, public and private organizations and citizens to work together to identify and solve problems. Also to improve public safety and enhance the quality of life in the community while aiding in restoring faith and trust in police and prosecutors. Working towards bridging the gaps between law enforcement and the targeted communities, the goal of the program will also be to reach out to the youth of those communities to provide prevention education, positive interaction with law enforcement and giving youth the tools that will empower the youth to contribute to the betterment of the community. The Community Justice advisory board will continue to help identify community issues and will work with the Prosecutor's Office through regular Anti-Crime Partnership meetings to develop resolutions to address the identified issues.

#### **a. Objectives**

##### **(1) Gloucester County Community Partnership**

The community partnership will meet on a bi-monthly basis to review community issues and resolutions. The partnership will develop both short and long term goals to be achieved by the Gloucester County Prosecutors Office and its partners.

**Action/Strategy: Advisory Boards**

- (a) The Prosecutor will coordinate meeting times and locations for bi-monthly meetings along with keeping focused agenda and delegating follow up tasks to either community justice coordinator or detective involved.
- (b) The Prosecutor will continue to re-evaluate membership of board and invite new members that would be appropriate for mission of Anti-Crime/Community Partnership Board

**Timeline:** On-going.

- (c) General tasks will be assigned and follow up will be provided by the Community Justice Coordinator.

**(2) Community Justice Partnership Anti-Bullying**

**Subcommittee**

This is a subcommittee of the larger partnership that has a main focus on the bullying trend. This committee would like to implement different activities for students of all ages to participate in to raise their awareness and sensitivity to bullying in their community. Activities will include posters contests for elementary schools, original written works for middle schools, and a video contest (PSA) for high schools.

**Timeline:** Implement programs by October 2012 and have winners selected and awarded by April 2013.

### **(3) Community Justice Partnership Drug Alliance**

#### **Subcommittee**

This is a subcommittee of the larger partnership that has a main focus on the drug and alcohol trends. This committee would like to implement different activities for students of all ages as well as parents to participate in to raise their awareness and sensitivity to issues and needs in their community. Activities will teaming with other local resources such as The Southwest Council and Project Aware to bring educational presentations and materials to student and parents.

**Timeline:** ongoing

### **(4) Community Justice Partnership Random Acts of**

#### **Kindness Subcommittee**

This is a subcommittee of the larger partnership that has a main focus the positive side of today's youth. This committee works to recognize those students that go above and beyond to help others in their community. This committee has an ongoing nomination system for students who take part in a random act of kindness. That student is then awarded with a plaque for their good deed. This encourages other students around them to start thinking of others and how their

actions before they are taken. It promotes team work and a sense of community among young individuals.

**Timeline:** ongoing

### **(5) Training**

The Community Justice Program director and coordinator will actively seek available training to help address the issues of today's youth including anti-bullying and youth empowerment.

**Timeline:** Ongoing.

### **(6) Juvenile Officers Roundtable**

The Community Justice coordinator will aid in conducting quarterly meetings with police officers assigned to work with juveniles either as a school resource officer, DARE or GREAT officer, or juvenile investigations for the purpose of sharing information on current trends in juvenile delinquency, strategies to address the issues involving juvenile and to collect data on gang activity throughout the county. The Juvenile Officers Association also hosts an annual conference to gain insight on new trends in the schools and community. This conference is usually held in the late fall or early winter and consists of at least one guest speaker, light morning refreshments and lunch. There are usually at least 65 people in attendance ranging from Juvenile Officers, School Resource Officers, and School Administration.

#### **Activities/Strategy: Juvenile Officers**

- (a) Continue to develop effective inter-departmental information-sharing strategies through meetings, minutes, and encouraging communication between police departments.

**Timeline:** Ongoing.

- (b) Plan annual conference

**Timeline:** Tentative date will be in Fall 2012.

**(7) Offer Twenty five high school students from area schools the opportunity to participate and successfully complete the Gloucester County Prosecutor's Office Summer Youth Internship Program.**

For the past several years, the Gloucester County Prosecutor's Office has offered a summer youth internship program for local high school students from the targeted at-risk neighborhoods within the county community justice target areas of Deptford, Glassboro, Paulsboro and Woodbury. The Summer Internship Program is designed to familiarize the high school students with the inter-workings of the criminal justice system. The program is a four week program with the students spending two weeks at the Gloucester County Police Academy and two weeks at the Gloucester County Prosecutor's Office. The time at the police academy is both physically and mentally challenging while the time at our office challenges students to take what they have learned and transform it into legal concepts, theories and strategies ultimately used in a court of law. The goal of the program is to

provide a positive and meaningful involvement with law enforcement to teenage students from Deptford, Woodbury, Paulsboro and Glassboro and give them a better understanding of the law enforcement field as a career option. The high school students are given the opportunity to learn and understand the criminal justice system through a four (4) week internship program that will expose them to the various levels of law enforcement through presentations, courtroom observation and hands on activities. The participants spend a good deal of time role playing beginning with a crime scene investigation in which each student are given the opportunity to act as investigator. Using the same fact pattern, the students also fill the role of grand jurors where they are presented with witness testimony and the related law in the Gloucester County Grand Jury room in which, in turn; the students deliberate on the proposed indictment. Lastly, the students conduct a mock trial in an actual superior court criminal courtroom in which the students will prepare and give opening and closing statements along with perform direct and cross examination of witnesses (played by the students) in front of a superior court judge. The students will be provided lunch and transportation on a daily basis and will also receive a \$100 per week stipend. The program will culminate in a graduation celebration in which parents will be invited and the students will receive a Certificate of Graduation. The need for daily lunches to be purchased is of utmost importance. The amount of

youth in Gloucester County that are eligible and receive free or reduced lunches is growing. In particular, the four target areas for the Summer Youth Program are the highest in the county with Paulsboro leading at 63%, Woodbury 55%, Glassboro 42%, and Deptford 34%. Eligibility went up from 8,260 youth in 2009 to 8,835 in 2010. The kids that are selected for the summer youth program are put through a rigorous four week program where they work Monday-Friday from 8:00 am to 4:00 pm. Most, if not all, of the students are not of driving age and are the responsibility of the Gloucester County Prosecutor's Office during the internship.

During the first two weeks the closest available lunch spot near the Gloucester County College where the Police Academy is located is at least 2 miles away on a heavily traveled road without sidewalks.

During the summer hours, the college cafeteria is closed leaving only one snack vendor open that is unable to handle a group of this size.

The remaining two weeks the students report back to the Prosecutor's Office where they maintain a heavily scheduled work day within the confines of the building and secured courthouse. For this reason we do not allow the youth to leave the building unaccompanied during their work day. The Gloucester County Justice Complex does not offer the luxury of a cafeteria or an eatery. The students also participate in some intense physical activities making proper nutrition and hydration during their day an absolute must and necessity. Thus, the need to be



able to feed the students a proper lunch is important to their ability to participate and successfully complete the program.

**Activities/Strategy: Summer Youth Program**

- (a) Coordinate with the Gloucester County Police Academy Director and Youth camp instructor regarding the initial two week portion of the summer program. **Timeline:** May 2012.
- (b) Recruit youth from the local high schools in the target areas. Also recruit through local churches, Boys and Girls Club and school resource officers. **Timeline:** Spring 2012.
- (c) Hire a college intern to aid with summer program. The college intern will act as aid to the coordinator and the program director as well as serve as a role model/mentor to the youth. Currently considering a young minority male who completed the Summer Youth Program as a high school student. **Timeline:** Spring 2012.
- (d) Conduct orientation for selected students and parents. **Timeline:** June 20, 2012.
- (e) Conduct four week program for selected high school students in which students spend first two weeks at the Gloucester County Police Academy at the Summer Youth Police Camp followed by two weeks at the Prosecutor's Office. **Timeline:** 7/9/12-8/3/12.

(f) Provide each youth with a journal book for daily writing assignments that help the coordinator gauge effectiveness of the day's activities/guest speakers/trips.

(g) Coordinate a graduation ceremony for students who successfully complete program and parents. Also invite advisory board members and students who successfully completed previous programs.

**Timeline:** August 3, 2012

(h) Wrap up—evaluate program efficiency through surveys and formulate program report.

#### **4. MANAGEMENT STRUCTURE**

The program director responsible for the overall implementation of Community Justice Program will be Assistant Prosecutor Jacqueline Caban over seen by Prosecutor Sean Dalton. AP Caban has been fully involved in the previous Gloucester County Community Prosecution programs coordinating services and programming since the spring of 2000. Prosecutor Dalton will organize and conduct the anti-crime/community justice advisory board meetings. AP Caban is also currently assigned to the Juvenile Prosecution Unit. Through this assignment, AP Caban has access to cases first hand and can analyze on a regular basis what the trends are among the caseloads (i.e., increased vandalism in particular areas, gang involvement). This data is ever-changing and in her position, AP Caban can review the crimes among the youth community occurring in Gloucester County. AP Caban will continue to serve as the Program Manager. Shannon

Fuerneisen will serve as Community Justice Coordinator. As the Community Justice Coordinator, Shannon Fuerneisen has made ties in the community through her prior years working on the Community Justice projects and can work with community partners to combat criminal trends in those communities with strategies of crime prevention, education and intervention. The coordinator will be able to regularly assess any progress and record achievements. The coordinator can collect information on particular community justice initiatives where attendance/participation can be measured along with information collected from evaluation forms and entrance/exit surveys. The Coordinator will also ensure timely reports and that the grant budget is expended as appropriate.

## **5. EVALUATION**

Evaluation will be a self-evaluation process that will consist of a review of the goals and objectives of the program and the percentage successfully completed within the grant period and in accordance to the propose timeline. The specific performance measures set forth earlier and the collection of that information will also serve as a form of evaluation.

Event evaluations will also be disbursed and collected for data at the Student Summit.

## **6. BUDGET**

See Attached budget and budget narrative.

Applicant: Gloucester County Prosecutor's Office Grant No. JAG 3-5-09						
Budget Detail Form						
COST ELEMENT			Subgrant Funds	Match	Project Total	
A. Personnel						
1. Salaries and Wages (list each position)						
Name/Position	% of time on Project	Total Annual Salary or Hourly Rate				
Shannon Fuerneisen @ pay rate of \$22.52 for 13 wks	100	9,515	9,515		9,515	
Shannon Fuerneisen @ pay rate of \$23.18 for 39 wks	100	29,381	29,381		29,381	
James Jones (summer intern)	100	2,275	2,275		2,275	
Summer Youth Program participants (25 students)	100	10,000	10,000		10,000	
SUB-TOTAL SALARIES AND WAGES			51,170		51,170	

Applicant: Gloucester County Prosecutor's Office Grant No. JAG-3-14-08						
Budget Detail Form						
COST ELEMENT			Subgrant Funds	Match	Project Total	
B. Purchase of Services						
Name of Provider	Contracted Services Provided/ Seminar Registration/ Costs for professional services	Unit Cost/ Hourly Rate	Units/ Project Hours			
Holcomb Bus Svc -- daily transportation for Summer Youth Program (SYP)		1,250/wk	4 wks		4,700	
Botto's Italian Restaurant -- daily lunches for students		10.50/student/day	4 wks		7,665.00	

Police Academy Tuition	25 Interns @ \$100 each for 2 wks	5,000		5,000	
Field Trip Admission costs – 4 cultural/educational trips for SYP NYC Tolerance Center - 29ppl @\$10.00/person plus speaker \$290 + \$50 = \$340 National Constitution Center – 28ppl @\$8.50/person = \$238 National Liberty Museum – 28ppl @ \$5.00/person = \$140 Eastern State Penitentiary – 28ppl @ \$7.50/person = \$210		928		928	
Juvenile Officers Association annual conference	\$350 promotional items	350		350	
Community Justice program cell phone contract for 2 phones w/email accessibility for \$60/mo for 12 mo		1,440		1,440	
Community Justice Partnership Anti-Bullying Campaign video contest - trophies - \$400 Random Acts of Kindness contest - plaques - \$800 Drug Alliance awareness week - educational materials - \$300		1,500		1,500	
TOTAL PURCHASE OF SERVICES		21,583		21,583	
C. Travel, Transportation, Subsistence (show food costs related to travel only)		Subgrant Funds	Match		Project Total
Training for both Coordinator & Program manager cost to include classes, materials, and travel necessary to complete course	Purpose / Location	Item (# of Miles)	Computation (\$ .31 per Mile)		
				600	600
Mileage				300	300
TOTAL TRAVEL, TRANSPORTATION, SUBSISTENCE		900		900	

Applicant: <u>Gloucester County Prosecutor's Office</u>		Grant No. <u>JAG-3-14-08</u>	
Budget Detail Form			
CONSUMABLE SUPPLIES	Subgrant Funds	Match	Project Total

SYP Supplies – office materials needed for program (\$200), t-shirts (25ppl @ \$7/shirt), bags (25ppl @ \$14/bag), & polo shirts (25ppl @ \$10/polo) required uniform for interns	975		975
General Office Supplies for Community Justice Program (pens, copy paper, ink cartridges, CD's, DVD's, etc.)	221		221
Postage	150		150
<b>TOTAL CONSUMABLE SUPPLIES</b>	1,346		1,346
<b>TOTAL</b>	75,000		75,000
<b><i>TOTAL PROJECT COSTS</i></b>	75,000		75,000

GLOUCESTER COUNTY  
COMMUNITY JUSTICE GRANT  
JAG 3-5-09  
BUDGET DETAIL 2011-2012

	Federal	Match	Total
<b>SALARY</b>			
<b>SUMMER YOUTH PROGRAM</b>			
2011 Summer Interns - 25 @\$100/ for 4 wks = \$10,000	\$10,000		\$10,000
<b>COMMUNITY JUSTICE COORDINATOR</b>			
\$22.52/hr for 13 wks at full time (32.5 hrs/wk) = \$9,514.70	\$9,515		\$9,515
at current pay rate there is an anticipated step increase in July of a maximum of 2%			
New rate would be \$23.18/hr for 39 wks at full time (32.5 hrs/wk) = 29,380.65	\$29,381		\$29,381
<b>COLLEGE INTERN</b>			
\$10.00/hr for 7 wks at full time (32.5 hrs/wk) = \$2,275	\$2,275		\$2,275
<b>Total for Salary</b>	<b>\$51,171</b>	<b>\$0</b>	<b>\$51,171</b>

**PURCHASE OF SERVICES**

<b>SUMMER YOUTH PROGRAM</b>			
Bus for Summer Interns	\$4,700		\$4,700
Contract for bus service - 4 wks \$1,250.00/wk			\$0
Police Academy Tuition	\$5,000	\$0	\$5,000
25 interns @ \$100 each for 2 wks = \$5,000			\$0
Food for Interns - contract for food service	\$7,665	\$0	\$7,665
45 lunches x \$10.50 = \$472.50/day x 5 days = \$2,362.50/wk x 2 wks			
28 lunches x \$10.50 = \$294.00/day x 5 days = \$1,470.00/wk x 2 wks			
Field Trip Admission Costs- minimum of three trips during program			
Including educational/cultural event - to be determined			
by Community Justice Coordinator			
NYC Tolerance Museum - 29 ppl x \$10.00/person = \$290.00	\$290		\$290
Speaker at NYC Tolerance Museum - \$50.00	\$50		\$50
National Constitution Center - 28 ppl x \$8.50/person = \$238.00	\$238		\$238
Liberty Museum - 28 ppl x \$5.00/person = \$140	\$140		\$140
Eastern State Penitentiary - 28 ppl x \$7.50/person = \$210.00	\$210		\$210
<b>JUVENILE OFFICERS ASSOCIATION</b>			
Annual conference for Juvenile Officers Association			
promotional items - \$350	\$350		\$350
<b>COMMUNITY JUSTICE PROGRAM</b>			
Purchase of cell phones/yearly contract			
2 phone service to include email acessability \$60/mo x 12 mos = \$1440.00	\$1,440		\$1,440
<b>COMMUNITY JUSTICE PARTNERSHIP ANTI-BULLYING CAMPAIGN</b>			
Anti Bullying Video Contest for Gloucester County Schools - Certificates and Trophies	\$400		\$400
Random Acts of Kindness ongoing contest - plaques	\$800		\$800
Drug Alliance - red ribbon Week event - educational materials	\$300		\$300
<b>Total for Purchase of Services</b>	<b>\$21,583</b>	<b>\$0</b>	<b>\$21,583</b>

**CONSUMABLE SUPPLIES**

<b>SUMMER YOUTH PROGRAM</b>			
Office Supplies for Summer Youth Program	\$200		\$200
includes materials for orientation, i.e, binders, pads			
t shirts @\$7/shirt for 25 youth = \$175	\$175		\$175
Gym bags @\$14 for 25 youth = \$350	\$350		\$350
Polo Shirts @ \$10 for 25 youth = \$250	\$250		\$250
<b>GEN. OFFICE SUPPLIES FOR COMMUNITY JUSTICE PROGRAM</b>			
General Office Supplies	\$221		\$221
Paper, pens, copy paper, photo paper, printer cartridges			
CD's, DVD's, folders, binders, expandable folders			
<b>POSTAGE</b>	\$150		\$150
<b>Total Consumable Supplies</b>	<b>\$1,346</b>	<b>\$0</b>	<b>\$1,346</b>

	TRAVEL			
Trainings		\$600		\$600
Training is for both Project Manager and Coordinator				
total to inclue supplies, training course and any travel needed				
MILEAGE		\$300		\$300
Total Consumable Supplies		\$900	\$0	\$900

TOTAL	\$75,000	\$0	\$75,000
-------	----------	-----	----------



## **GLOUCESTER COUNTY COMMUNITY JUSTICE GRANT**

**JAG 3-5-09**

**April 2, 2012 – April 1, 2013**

### **SALARY/WAGES**

#### **Community Justice Program Coordinator**

The Program Coordinator plans and runs all programming under the direction of the Program Manager/Assistant Prosecutor.

The coordinator is a full time position at the current pay rate of \$22.52/hr this will continue for 13 wks - \$9,515. After 13 weeks at the current title a step increase of @5 is anticipated for a rate of \$23.18 for 39 wks - \$29,381.

We will also have a college intern, a past participant of the Summer Youth Program. This intern will assist with all activities of the program. \$10.00/hr for 7 weeks at full time (32.5hrs/wk) = \$2,275

All summer youth program participants also receive a stipend upon completion of the program – 25 interns @ \$100/wk for 4wks = \$10,000

### **PURCHASE OF SERVICES**

#### **Summer Youth Program**

25 high school students will participate in an intensive hands on 4 week program which consists of two weeks at the Gloucester County Police Academy and 2 weeks at the Gloucester County Prosecutor's Office. The following is needed to run the program.

Transportation – bus for summer interns – 4 wks @\$1,250/wk = \$4,700

Police Academy Tuition – 25 interns @\$100 each for 2 wks = \$5,000

Daily lunches for the students involved in the Summer Youth program for 4 weeks. The first two weeks the program hosts 45 students at \$10.50 per student per day for a weekly total of \$2,362.50. The second two weeks the program hosts 28 students for a weekly total of \$1,470.00. The 4 week total for lunches would be \$7,665.00

Field trips to the National Constitution Center, New York Tolerance Museum, Liberty Museum, and The Eastern State Penitentiary for students and chaperones – total cost for field trips = \$928

### **Community Justice Partnership Anti-Bullying Campaign**

The Community Justice Partnership program is flourishing with several sub-committees all trying to raise awareness of different community issues through the local schools.

The Anti-bullying committee will host three contests. A poster contest for elementary schools, poetry for the middle school, and a PSA video contest for the high schools will be held. The Random Acts of Kindness committee would like to focus on the positive things students are doing and would like to recognize them in their efforts in hopes to promote kind acts in and out of schools. For both the Random Acts and Anti-bullying contests we are requesting funds for plaques/trophies in the amount of \$400 for anti-bullying and \$800 for Random Acts of Kindness.

The Drug Alliance committee participates in Red Ribbon Week, a national drug awareness week. The group reaches out to schools in Gloucester County with their anti-drug education awareness efforts. We are requesting funds to purchase educational materials as handouts in the schools in the amount of \$300.

### **Juvenile Officers Association**

Our annual training conference will be held at Gloucester County College with speakers on current juvenile issues. There will also be some promotional items given away. Promotional items - \$350

### **Community Justice Program**

Cell phone service – Service for the 2 people involved in the SYP (Program manager, Program Coordinator) 2 phones @ \$60.00/mo for 12 months = \$1,440

### **CONSUMABLE SUPPLIES**

Summer Youth program supplies such as t-shirts, polo shirts, gym bags, and any office materials needed such as binders, folders, pens, notepads, etc - \$975

**General Office supplies - \$221**

**Postage - \$150**

**Mileage** – With the increase in programming the Coordinator and Program Manager are required to travel to different locations to run the programs. \$300

**Travel** - Seeking trainings for both the Coordinator and Program Manager; costs to include travel, supplies, and registrations if needed - \$600

**STATE OF NEW JERSEY**  
**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE**  
**GRANT PROGRAM**

**APPLICATION AUTHORIZATION**

Authorization to submit application to the Department of Law and Public Safety, Division of Criminal Justice for a project entitled:

Community Justice Grant

at an estimated total project cost of \$ 75,000.00 . Grant # JAG - 3-5-09

The undersigned agrees upon approval of this project on behalf of the unit of government, agency or non-profit organization, to comply with the conditions applicable to grants awarded. The undersigned's signature indicates that the information provided within the application is accurate and complete and that the applicant intends to comply with all conditions applicable to subgrants awarded pursuant to the Anti-Drug Abuse Act of 1986 and regulations, as amended, and the Omnibus Crime Control and Safe Streets Act of 1968 and regulations, as amended, and the Edward Byrne Memorial Justice Assistance Grant Program, 42 U.S.C. §3750 et seq., and regulations, as amended. Further, the undersigned makes the assurances concerning non-supplanting of local funds with state and federal funds.

**This application consists of the following additional attachments for all applicants:**

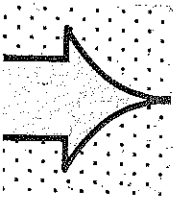
1. Program Narrative,
2. Project Budget Detail form,
3. Budget Narrative,
4. Certification of Equal Employment Opportunity Plan,
5. General Conditions & Assurances,
6. Grant Agreement Certification,
7. Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements,
8. Resolution of Participation and Certification of Recording Officer, and
9. Federal Financial Accountability and Transparency Act Information Form.

**For nonprofit applicants, this application consists of the following additional attachments:**

1. Proof of Nonprofit status,
2. New Jersey Charitable Registration,
3. New Jersey Business Registration,
4. Applicable Licenses, Certifications and Permits,
5. Single Audit, Form 990-Income Tax Return or audited financial statements,
6. Accounting System and Financial Capability Questionnaire,
7. Audit Requirements Form,

8. Income Sources Form,
9. Mandatory Waiver from Local Units of Government, and
10. Applicable list of Officers/Directors/Trustees,

As the duly authorized representative of the applicant-subgrantee, I hereby certify that the applicant-subgrantee will comply with the above-referenced provisions. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.



Signature

Robert M. Damminger

Printed Name

County of Gloucester

Local Unit of Government/Agency/  
Non Profit Organization

Title (Mayor, Freeholder-Director,  
County Executive, Agency Head,  
President, Chairperson of the Board)

Date

Grant # JAG - 3-5-09

[Rev'd JAG 3/2011]

**CERTIFICATION FORM**

Recipient Name and Address: Gloucester Co. Prosecutor's Ofc., PO Bx 623, Woodbury, NJ  
 Grant Title: Community Justice Grant Grant Number: 3-5-09 Award Amount: \$75,000  
 Contact Person Name and Title: Jacqueline Caban, Asst. Pros Phone Number: (856) 384-5526

Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP), its component agencies, and the Office of Community Oriented Policing Services (COPS) to prepare, maintain on file, submit to OJP for review, and implement an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. §§ 42.301-.308. The regulations exempt some recipients from all of the EEOP requirements. Other recipients, according to the regulations, must prepare, maintain on file and implement an EEOP, but they do not need to submit the EEOP to OJP for review. Recipients that claim a complete exemption from the EEOP requirement must complete Section A below. Recipients that claim the limited exemption from the submission requirement, must complete Section B below. A recipient should complete *either* Section A or Section B, not both. If a recipient receives multiple OJP or COPS grants, please complete a form for each grant, ensuring that any EEOP recipient certifies as completed and on file (if applicable) has been prepared within two years of the latest grant. Please send the completed form(s) to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7<sup>th</sup> Street, N.W., Washington, D.C. 20531. For assistance in completing this form, please call (202) 307-0690 or TTY (202) 307-2027.

**Section A- Declaration Claiming Complete Exemption from the EEOP Requirement. Please check all the boxes that apply.**

- |  |   |
|--|---|
| <input type="checkbox"/> Recipient has less than 50 employees,   | <input type="checkbox"/> Recipient is an Indian tribe,                      |
| <input type="checkbox"/> Recipient is a non-profit organization, | <input type="checkbox"/> Recipient is an educational institution, or        |
| <input type="checkbox"/> Recipient is a medical institution,     | <input type="checkbox"/> Recipient is receiving an award less than \$25,000 |

I, \_\_\_\_\_ [responsible official], certify that  
 \_\_\_\_\_ [recipient] is not required to  
 prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. §42.302. I further certify that  
 \_\_\_\_\_ [recipient] will comply with applicable Federal civil rights  
 laws that prohibit discrimination in employment and in the delivery of services.

Print or type Name and Title	Signature	Date
------------------------------	-----------	------

**Section B- Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review.**

If a recipient agency has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to OJP for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Robert M. Damminger [responsible official], certify that  
 the County of Gloucester [recipient], which has 50 or more  
 employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an  
 EEOP in accordance with 28 C.F.R. §42.301, *et seq.*, subpart E. I further certify that the EEOP has been formulated and  
 signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in  
 the office of: Director of Human Resources [organization],  
 at 2 South Broad St., 3rd Floor, Woodbury, NJ 08096 [address], for review by the public  
 and employees or for review or audit by officials of the relevant state planning agency or the Office for Civil Rights, Office  
 of Justice Programs, U. S. Department of Justice, as required by relevant laws and regulations.  
Robert M. Damminger, Freeholder Director

Print or type Name and Title	Signature	Date
------------------------------	-----------	------

STATE OF NEW JERSEY  
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE  
GRANT PROGRAM

GENERAL CONDITIONS AND ASSURANCES

1. The Subgrantee agrees that funds made available under the Edward Byrne Memorial Justice Assistance Grant Program (JAG) will not be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of grant funds, be made available for law enforcement activities.
2. The Subgrantee agrees to comply and assure the compliance of its contractors with the financial and administrative requirements set forth in the current edition of U.S. Department of Justice, Office of Justice Programs, OJP Financial Guide (available on the web at: <http://www.ojp.usdoj.gov/financialguide/index.htm>) (OJP Financial Guide) and the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the Edward Byrne Memorial Justice Assistance Grant Program Act, 42 U.S.C. §3750 et seq., as amended, and all other applicable federal laws, orders, circulars, or regulations.
3. The Subgrantee agrees to comply with all requirements imposed by the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA), New Jersey Attorney General, Department of Law and Public Safety (L&PS), and the Division of Criminal Justice (DCJ) concerning all federal, state, municipal laws, rules, regulations, policies, guidelines, directives, and requirements (including licenses, permits and background checks) that are generally applicable to the activities in which the subgrantee is engaged in the performance of this grant. Failure to comply with these laws, rules, regulations, and state circulars will be grounds for termination of this subaward.
4. The Subgrantee assures that it possesses legal authority to apply for the grant; that, if applicable, a resolution or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. The Subgrantee assures that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
5. The Subgrantee agrees to comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §4601 et seq., which provides for fair and equitable treatment of persons displaced as a result of federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

6. The Subgrantee agrees to comply with provisions of the Hatch Act, the federal law which limits certain political activities of employees of a state or local unit of government whose principal employment is in connection with an activity financed in whole or in part by federal grants. 5 U.S.C. §1501-08 and §7324-26.
7. The Subgrantee understands and agrees that, in compliance with the Anti-Lobbying Act, 18 U.S.C. §1913, and with the Limitations, Exceptions and Penalties on the Use of Appropriated Funds law, 31 U.S.C. §1352, it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs (OJP).
8. The Subgrantee understands and agrees to comply with the federal Executive Order No. 12549 on Debarment and Suspension, 2 C.F.R. Part 2867 and 2 C.F.R. Part 180, and state Executive Order No. 34 (March 17, 1976), and state OMB 93-13-GSA circular letter regarding Debarments, Suspensions & Disqualifications. Subgrantee and its subcontractors will not conduct business with ineligible firms or individuals who are considered debarred, suspended or disqualified.
9. The Subgrantee agrees to comply with the minimum wage and maximum hours provision of the Federal Fair Labor Standards Act, 29 U.S.C. § 201 et seq., and the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.
10. The Subgrantee will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
11. The Subgrantee agrees to give the United States General Accounting Office, DOJ, OJP, BJA, L&PS, and DCJ through any authorized representative, access to and the right to examine all paper and electronic records, books, papers and documents related to the grant including pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit the Subgrantee's operations. L&PS reserves the right to have access to all work papers produced in connection with audits made by the Subgrantee or independent certified public accountants, registered municipal accountants or licensed public accountants hired by the Subgrantee to perform such audits.
12. The Subgrantee will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 U.S.C. §4321, and Executive Order No. (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. §1451 et seq. and the Coastal Barrier Resources Act, 16 U.S.C. §3501 et seq., which limits federal expenditures affecting the Coastal Barrier Resources System; (f) conformity of Federal

actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. §7401 et seq.; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 U.S.C. §300f et seq., as amended; and, (h) protection of endangered species under the Endangered Species Act of 1973, 16 U.S.C. §1531, as amended.

13. The Subgrantee agrees to comply, if applicable, with the flood insurance purchase requirements of Section 102(1) of the Flood Disaster Protection Act of 1973, Pub. L. 93-234, 87 Stat. 975, approved December 31, 1976, §102 (a), 42 U.S.C. §4001 et seq., which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
14. The Subgrantee agrees to assist DOJ, OJP, and BJA in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. §470; Executive Order No. 11593, the Archeological and Historical Preservation Act of 1974, 16 U.S.C. §469a-1 et seq.; and the National Environmental Policy Act of 1969, 42 U.S.C. §4321, by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying DOJ, OJP, and BJA of the existence of any such properties, and by (b) complying with all requirements established by DOJ, OJP, and BJA to avoid or mitigate adverse effects upon such properties.
15. The Subgrantee agrees to comply and assure the compliance of its contractors, with all lawful requirements imposed by DOJ, BJA, including any applicable regulations such as Title 28, Judicial Administration, Chapter I, Department of Justice: Part 18, Office of Justice Programs Hearing and Appeal Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-discrimination; Equal Employment Opportunity; Policies and Procedures; Part 46, Protection of Human Subjects and all Office of Justice Program Policies and procedures regarding the protection of Human Research Subjects, including obtaining of Institutional Review Board approval, if appropriate, and subject informed consent; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures, and federal laws and regulations applicable to Federal Assistance Programs; Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; and Part 70, Uniform Administrative Requirements for Grants and Agreements (including Subawards) with Institutions of Higher Education, Hospitals and Other Non-profit Organizations.
16. The Subgrantee understands that OJP reserves the right to unilaterally terminate this award, without penalty, for a violation of the Trafficking Victims Protection Act 2000, 22 U.S.C. §7104(g), as amended. The Award Terms in 2 C.F.R. §175.15(b) are incorporated herein.



Federal funding recipients or their employees may not engage in trafficking in persons, procure a commercial sex act or used forced labor in the performance of this award.

17. The Subgrantee agrees to comply and assure the compliance of its contractors, with any applicable statutorily imposed non-discrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. §3789d(c); the Victims of Crime Act, 42 U.S.C. §10604(e); the Juvenile Justice and Delinquency Prevention Act of 2002, 42 U.S.C. §5672; the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000d et seq.; the Rehabilitation Act of 1973, as amended; 29 U.S.C. §794, the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. §12131-34; the Education Amendments of 1972, 20 U.S.C. §1681 et seq.; the Age Discrimination Act of 1975, 42 U.S.C. §6101-07; the Drug Abuse Prevention, Treatment, and Rehabilitation Act, 21 U.S.C. §1101 et seq.; as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 U.S.C. §12114 et seq. as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; the Public Health Service Act, 42 U.S.C. §290dd-2, as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968, 42 U.S.C. §3601 et seq., as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, the requirements of any other nondiscrimination statute(s) which may apply to the application, and the Department of Justice Non-discrimination Regulations, 28 C.F.R. Part 42, Subparts, C, D, E, and G; the Department of Justice regulations on disability discrimination, 28 C.F.R. Part 35, Part 36, Part 39; and the Department of Justice, Policy Guidance Document, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons," 67 F.R. 41455 (June 18, 2002); see Ex. Order 13279 (equal protection of the laws for faith-based and community organization).
18. The Subgrantee assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, it will forward a copy of the finding to OJP's Office for Civil Rights and DCJ.
19. The Subgrantee agrees that if required to formulate an Equal Employment Opportunity Program (EEOP) in accordance with 28 C.F.R. §42.301 et seq., it will maintain a current one on file, and where the proposed subgrant is for \$500,000 or more (or receives an aggregate of \$1,000,000 in federal grant funds in an 18-month period), the Subgrantee will provide a copy of the EEOP to OJP's Office for Civil Rights.
20. The Subgrantee acknowledges that failure to submit an acceptable EEOP (if required to submit pursuant to 28 C.F.R. §42.302), that is approved by the Office of Civil Rights, OJP, is a violation of its General Conditions and may result in suspension or termination of funding, until such time as the Subgrantee is in compliance.

21. The Subgrantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice (DOJ) grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Subgrantees of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the DOJ funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faithbased organizations may, in some circumstances, consider religion as a basis for employment. See [http://www.ojp.gov/about/ocr/equal\\_fbo.htm](http://www.ojp.gov/about/ocr/equal_fbo.htm).
22. The Subgrantee certifies that Limited English Proficiency (LEP) persons have meaningful access to the services under the program(s). National origin discrimination includes discrimination on the basis of limited English proficiency. To ensure compliance with Title VI and the Safe Streets Act, Subgrantees are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for Subgrantees to help comply with Title VI requirements. The guidance document can be accessed on the Internet at [www.lep.gov/](http://www.lep.gov/).
23. The Subgrantee agrees to comply with all program requirements as stated in the BJA program guidance for the Edward Byrne Memorial Justice Assistance Grant Program, and as required by L&PS and DCJ.
24. The Subgrantee agrees to comply with all reporting, data collection, and evaluation requirements, as prescribed by BJA in the program guidance for the Edward Byrne Memorial Justice Assistance Grant Program, and as required by L&PS and DCJ.
25. The Subgrantee agrees that DOJ, OJP, BJA, L&PS, and DCJ reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: the copyright in any work developed from activities supported by this grant, and any rights of copyright to which a Subgrantee purchases ownership with support. The Subgrantee agrees that L&PS reserves the right to require the Subgrantee not to publish any work, which right shall not be exercised unreasonably. The Subgrantee assures that any publication by the Subgrantee shall include, on the title page, a standard disclaimer of responsibility by L&PS for any opinions or conclusions contained therein.
26. The Subgrantee assures that it shall submit one (1) copy of all reports and proposed publications resulting from funding under this grant, sixty (60) days prior to public release. The Subgrantee agrees that any written, visual, or audio publications, with the exception of

press releases, whether published at the Subgrantee's or government's expenses, shall contain the following statement:

"This project was supported by Grant No. \_\_\_\_\_ (if applicable, contact grant analyst for Grant Number) awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, and the Office for Victims of Crime. Points of view or opinions in this document are those of the author and do not represent the official position or policies of the United States Department of Justice."

The Subgrantee agrees to follow the current edition of the OJP Financial Guide for allowable printing activities.

27. The Subgrantee agrees to assist the Bureau of Justice Assistance (BJA) in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the Subgrantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the Subgrantee agrees to contact BJA.

The Subgrantee understands that this condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the Subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The Subgrantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The Subgrantee further understands and agrees to the requirements for

implementation of a Mitigation Plan for programs relating to methamphetamine laboratory operations.

28. The Subgrantee agrees to comply with all confidentiality requirements of 42 U.S.C. §3789g and 28 C.F.R. Part 22 that are applicable to collection, use and revelation of data or information. The Subgrantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, Section 22.23.
29. The Subgrantee agrees to use the National Information Exchange Model (NIEM) specifications and guidelines for this subgrant available at <http://www.niem.gov/> to support public safety and justice information sharing. The Subgrantee agrees to publish and make available without restriction all schemas (extensions, constraint, proxy) generated as a result of this subgrant to the component registry as specified in the guidelines.
30. To avoid duplicating existing networked or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subgrantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
31. If a project is not operational within sixty (60) days of the original start date of the award period, the Subgrantee must report by letter to L&PS and DCJ of the steps taken to initiate the project, the reasons for the delay, and the expected start date. If a project is not operational within ninety (90) days of the original start date of the award period, the Subgrantee must submit a second statement to L&PS and DCJ explaining the implementation delay. Upon receipt of the 90-day letter, L&PS and DCJ may cancel the project and request the federal agency approval to redistribute the funds to other project areas. L&PS and DCJ may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate subaward files and records must so note the extension.
32. Subgrantee agrees, to the greatest extent practicable, that all equipment and products purchased with grant funds should be American made.
33. Pursuant to 23 U.S.C. §§402-403, and 29 U.S.C. §668, each recipient agency of Federal contracts, subcontracts and grants shall encourage adoption and enforcement of on-the-job seat belt policies and programs for its employees, contractors, and subrecipients when operating company-owned, rented or personally owned vehicles.
34. Organizations funded under this federal grant program must agree to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility form (I-9). This form is to be used by the recipient of Federal Funds to verify that persons employed by the recipient are eligible to work in the United States.

35. The Subgrantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award and civil and/or criminal penalties, including under the federal False Claims Act, 31 U.S.C. §§3729-33, and under the New Jersey False Claims Act, N.J.S.A. 2A: 32C-3.
36. The Subgrantee must promptly refer to DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for JAG Act funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving JAG funds. Potential fraud, waste, abuse, or misconduct should be reported to OIG by:

mail: Office of the Inspector General  
U.S. Department of Justice  
Investigations Division  
950 Pennsylvania Avenue, N.W., Room 4706  
Washington DC 20530

e-mail: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov)  
hotline: (800) 869-4499 or fax: (202) 616-9881  
(contact information in English and Spanish)

For additional information visit DOJ OIG's website at [www.justice.gov/oig](http://www.justice.gov/oig).

37. The Subgrantee assures that it will comply, and all of its contractors will comply with the requirements of the state's anti-discrimination and affirmative action laws and regulations, including N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5-1, et al., as amended, and all implementing regulations and state circulars as amended or superseded. Failure to comply with these laws, rules, regulations, and state circulars will be grounds for termination of this subaward.
38. The Subgrantee shall not subcontract any of the work or services covered by this grant, nor shall any interest be assigned or transferred except as may be provided for in this grant or with the express written approval of L&PS.
39. The Subgrantee shall recognize and agree that both the initial provision of funding and the continuation of such funding under the Agreement are expressly dependent upon the availability to the Department of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable and, in addition, if the Subgrantee's program is deemed a priority by the New Jersey Attorney General. A failure of the Department to make any payment under this Agreement or to observe and perform any condition on its part to be performed under the Agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the Agreement by the Department or an event of default under the Agreement and the Department shall not be held liable for any breach of the Agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from the Department beyond the duration of the award period set forth in the Grant/Loan Agreement and in no event shall the Agreement be construed as a commitment by the Department to expend funds beyond the termination date set in the Grant/Loan Agreement.

40. The Subgrantee agrees that all income earned by the Subgrantee from grant-supported activities is deemed program income. The Subgrantee agrees to add program income to funds committed to the program to further eligible program objectives. The Subgrantee agrees to comply with the OJP's Financial Guide, Part III Chapter 4: Program Income, and as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R. Part 70 and federal OMB Circular A-110 (2 C.F.R. Part 215), on the use, disposition, accounting and reporting for program income. (The use of program income must be shown on the detailed cost statements). State 07-05-OMB Circular defines program income to include any interest earned of \$250 or more in a fiscal year on advances of grant funds.
41. If applicable, the Subgrantee agrees that it will deposit advances of grants funds in a trust fund.
42. The Subgrantee agrees to enter, maintain and record all grant funds received by the State for this program in accounting records separate from all other fund accounts, including funds derived from other grant awards. Disbursed grant funds shall be available for expenditure by the Subgrantee in accordance with the provisions of the subgrant throughout the project period subject to such conditions as DCJ may prescribe.
43. The Subgrantee agrees to maintain an adequate financial management system in accordance with generally accepted principles of accounting. The Subgrantee shall maintain accurate and current financial reports, accounting records, internal controls, budget controls, and cash management procedures for receiving, holding and expending grant funds. The Subgrantee shall maintain accurate and complete disclosure of financial results of each subgrant in the Detailed Cost Statements (DCS), have procedures to determine allowable costs, and provide source documentation for financial records.
44. As required under the federal Single Audit Act of 1984, Pub. L. 98-502, as amended, the Subgrantee agrees to comply with the organizational audit requirements of Federal OMB Circular, A-133, Audits of States, Local Governments and Non-Profit Organizations, as further described in the OJP's Financial Guide, Part III Chapter 19, Government Accountability Office's Government Auditing Standards (Yellow Book), and the State of New Jersey, Department of Treasury, Circular Letter (State Circular Letter) 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments. The Subgrantee agrees to submit to DCJ any copies of any exceptions and/or findings regarding this project as a result of a single audit. The Subgrantee immediately will report to DCJ any changes in its fiscal year.
45. The Subgrantee agrees that grant funds will be used only for allowable costs as determined according to applicable federal cost principles specific to the Subgrantee (e.g., Federal OMB Circular A-21 (2 C.F.R. Part 220), A-87 (2 C.F.R. Part 225), A-102, A-110 (2 C.F.R. Part 215), A-122 (2 C.F.R. Part 230), A-133, etc.), according to the OJP's Financial Guide, Part III Chapter 7: Allowable Costs, and State Circular Letter 07-05-OMB, Standard Grant Agreement Form, X. Allowable Costs.

46. The Subgrantee agrees that property furnished by L&PS or acquired in whole or in part with federal or L&PS funds or whose cost was charged to a project supported by federal or L&PS funds shall be utilized and disposed of in a manner generally consistent with state and federal requirements.
47. The Subgrantee agrees that procurement of supplies, equipment and other services with funds provided by this grant shall be accomplished in a manner generally consistent with federal and state requirements. Adherence to the standards contained in the applicable federal and state laws and regulations does not relieve the Subgrantee of the contractual responsibilities arising under its procurement. The Subgrantee is the responsible authority, without recourse to L&PS, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.
48. The Subgrantee agrees that it will maintain data and information and submit timely reports, including programmatic progress and financial reports, as L&PS may require. If reports are not submitted as required, L&PS may, at its discretion, suspend payments on this subgrant. The State of New Jersey may, at its discretion, take such action to withhold payments to the Subgrantee on this or any grant with other state agencies until the required reports have been submitted.
49. Unless otherwise directed by DCJ, state or federal statute, all grant records shall be retained for a period of seven years. This period is extended until otherwise directed if there is any litigation, claim, negotiation, action, or audit in progress and/or audit finding involving grant records started before the end of the seven year period.
50. The Subgrantee agrees to report any Budget Revisions or Grant Extensions as follows:
  - a. Deviations in excess of \$100 from the approved budget or extensions in the grant period require prior approval via Division of Criminal Justice (DCJ) Form 108, Grant Adjustment Request Form. Subgrantee should be aware that approved budget revisions may result in the imposition of additional special conditions.
  - b. L&PS may request changes in the scope of services of the Subgrantee to be performed hereunder. Such changes, which are mutually agreed upon by and between L&PS and the Subgrantee must be incorporated in written amendments to this grant.
  - c. If the Subgrantee is making program expenditures or providing grant services at a rate which, in the judgment of L&PS, will result in substantial failure to expend the grant amount or provide grant services, L&PS may so notify the Subgrantee. If, after consultation, the Subgrantee is unable to develop to the satisfaction of L&PS a plan to rectify its low level of program expenditures or grant services, L&PS may upon thirty (30) days notice to the Subgrantee, reduce the grant amount by a sum so that the revised grant amount fairly projects program expenditures over the grant period. This reduction shall take into account the Subgrantee's fixed costs and shall establish the committed level of services for each program element of grant services at the

reduced grant amount. If such a determination is made by L&PS subsequent to the awarding of the grant and the funds have already been received by the Subgrantee, the reduced amount will be remitted to L&PS.

- d. If the revision requested will result in a change to the Subgrantee's approved project which requires federal prior approval, L&PS will obtain the federal agency's approval before approving the Subgrantee's request.
51. If the Subgrantee materially fails to comply with the terms of an award, whether stated in a state or federal statute or regulation, an assurance, general condition, special condition, in a state plan or application, a notice of award, or elsewhere, the Subgrantee agrees that L&PS may take one or more of the following actions, as appropriate in the circumstances:
    - a. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or take more severe enforcement action.
    - b. Disallow all or part of the cost of the activity or action not in compliance.
    - c. Wholly or partly suspend or terminate the current award for the Subgrantee's program.
    - d. Withhold further awards for the program.
    - e. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
    - f. Take other remedies that may be legally available.
  52. When the Subgrantee has failed to comply with grant award requirements, stipulations, standards, or conditions, the Subgrantee agrees that L&PS may suspend the grant and withhold further payments; prohibit the Subgrantee from incurring additional obligations of grant funds pending corrective action by the Subgrantee; or decide to terminate the grant in accordance with the below paragraph. L&PS shall allow all necessary and proper costs, which the Subgrantee could not reasonably avoid during the period of suspension, provided they meet federal and state requirements.
  53. The Subgrantee agrees that L&PS may terminate the grant in whole or in part whenever it is determined that the Subgrantee has failed to comply with the conditions of the grant. L&PS shall notify the Subgrantee in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Subgrantee or recoveries by L&PS under the grant terminated for cause shall be in accord with the legal right and liability of the parties.
  54. L&PS and the Subgrantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Subgrantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.
  55. The Subgrantee agrees that under certain instances it may be considered "High Risk":



- a. If L&PS determines that a Subgrantee:
  - i. Has a history of unsatisfactory performance.
  - ii. Is not financially stable.
  - iii. Has a financial management system which does not appear adequate according to the General Conditions, or meet the standards expressed according to the current State Circular Letter, Standard Grant Agreement Form, VIII Financial Management System, 07-05-OMB.
  - iv. Has not conformed to terms and conditions of previous awards.
  - v. Is otherwise not responsible; and L&PS determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.
- b. If a Subgrantee is considered "High Risk," then L&PS may impose additional special conditions or restrictions on the Subgrantee at any time including:
  - i. Payment on a reimbursement basis.
  - ii. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period.
  - iii. Requiring additional, more detailed financial reports.
  - iv. Additional project monitoring.
  - v. Requiring the Grantee to obtain technical or management assistance.
  - vi. Establishing additional prior approvals.
- c. If L&PS decides to impose such special conditions, L&PS will notify the Subgrantee as soon as possible, in writing, of:
  - i. The nature of the special conditions/restrictions.
  - ii. The reason(s) for imposing the special conditions.
  - iii. The corrective actions that must be taken before the special conditions will be removed by the Department and the time allowed for completing the corrective actions.
  - iv. The method of requesting reconsideration of the conditions/restrictions imposed.

56. The Subgrantee understands and agrees that, in compliance with the Corruption of Public Resources Act, N.J.S.A. 2C:27-12, it cannot knowingly misuse state grant funds for an unauthorized purpose, and violations under this act could result in a prison term of up to 20 years, and, under N.J.S.A. 2C:30-8, subject to a fine of up to \$500,000.

## CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Edward Byrne Memorial Justice Assistance Grant Program, that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with the provisions of the Edward Byrne Memorial Justice Assistance Grant Program and all other applicable federal and state laws, regulations, and guidelines.

Gloucester County Prosecutor's Office

Grant # JAG- 3-5-09

Subgrantee

Freeholder Director Gloucester County

Signature of Authorized Official

(Freeholder-Director, County  
Executive, Mayor, Agency Head,  
President, Chairperson of the Board)

Robert M. Damming

Printed Name of Authorized Official

Date

[Rev'd JAG 3/2011]

STATE OF NEW JERSEY  
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE  
GRANT PROGRAM

GRANT AGREEMENT CERTIFICATION

Robert M. Damminger \_\_\_\_\_, being eighteen years of age or older, hereby certifies:

Name

1. I am Freeholder Director on behalf of the County of Gloucester  
Title Name of Agency

\_\_\_\_\_, hereafter referred to as the "Subgrantee." I am  
receiving grant funds

submitting this certification in conjunction with the provision of grant funds in the amount of  
\$75,000 to the Subgrantee by the Division of Criminal Justice under the  
dollar amount of funds

the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. In making this certification, I  
understand that the Division of Criminal Justice will rely upon the statements made herein in processing this  
application and with making provision of grant funds.

2. I have reviewed the contents of the application which has been submitted by the Subgrantee  
for such funding and hereby certify that the factual statements and data set forth in the application and  
attachments are true to the best of my knowledge and belief.

3. I also hereby certify that I am responsible for authorizing expenditures and disbursements of  
grant funds; that I will be responsible for undertaking the programs and activities described in the  
application; that I have reviewed and am familiar with all statutory and regulatory requirements pertaining to  
the use of the funds being provided to undertake such programs and activities; and that I have sought and  
obtained legal advice from the Subgrantee's legal counsel as I have considered appropriate or necessary in  
this regard.

4. I further certify that I will ensure that the Subgrantee will utilize the funds being provided by the Division of Criminal Justice to carry out the programs and activities specifically described in the application.

5. I further certify that I will ensure that the Subgrantee will, in utilizing the funds being provided by the Division of Criminal Justice, comply with any and all statutory and regulatory requirements pertaining to the use of such funds.

6. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are wilfully false, I am subject to punishment.

7. I acknowledge that a false statement in this certification may be subject to criminal prosecution, including under 18 U.S.C. §1001. I also acknowledge that Office of Justice Program grants, including certifications provided in connection with such grants, are subject to review by the Office of Justice Programs, and/or by the Department of Justice's Office of the Inspector General.



Signature

Robert M. Damminger  
Printed Name

Freeholder Director  
Title

Date

U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT,  
SUSPENSION AND OTHER RESPONSIBILITY MATTERS  
AND  
DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS  
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making is a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice  
Office of Justice Programs  
ATTN: Control Desk  
810 Seventh Street, N.W.,  
Washington, D.C. 20531

Notice shall include the identification numbers(s) of each affected grant;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

---



**DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, with 10 calendar days of the conviction, to:

Department of Justice  
Office of Justice Programs  
ATTN: Control Desk  
810 Seventh Street, N.W.,  
Washington, D.C. 20531

---

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Gloucester County Prosecutor's Office, Justice Complex, 70 Hunter Street,

Woodbury, New Jersey, 08096

2. Application Number and/or Project Name:

Community Justice Program - 3-5-09

3. Grantee IRS/Vendor Number 21-6000660

4. Type/Print Name and Title of Authorized Representative

Robert M. Damminger, Freeholder Director

5. Signature

6. Date

OJP FORM 4061/6 (3-91) REPLACES OJP FORMS 4061/2, 4061/3 AND 4061/4 WHICH ARE OBSOLETE.  
OFFICE OF JUSTICE PROGRAMS BJA NIJ OJDP BJS OVC

STATE OF NEW JERSEY  
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE  
GRANT PROGRAM

**RESOLUTION OF PARTICIPATION**

A RESOLUTION APPROVING PARTICIPATION WITH THE STATE OF NEW JERSEY EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) GRANT PROGRAM ADMINISTERED BY THE DIVISION OF CRIMINAL JUSTICE, DEPARTMENT OF LAW AND PUBLIC SAFETY.

WHEREAS, the Gloucester County Prosecutor's Office wishes to apply  
Applicant's Unit of Government/Non Profit Organization

for funding for a project under the Edward Byrne Memorial Justice Assistance Grant Program, and

WHEREAS, the Board of Chosen Freeholders has reviewed the  
Applicant's Governing Body/Board of Directors

accompanying application and has approved said request, and

WHEREAS, the project is a joint effort between the Department of Law and Public  
Safety and Gloucester County Prosecutor's Office for the purpose described  
Applicant's Unit of Government/Non Profit Organization

in the application;

THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders that  
Applicant's Governing Body/Board of Directors

1. As a matter of public policy the County of Gloucester wishes to  
Applicant's Unit of Government/Non Profit Organization  
participate to the fullest extent possible with the Department of Law and Public Safety.
2. The Attorney General will receive funds on behalf of the applicant.
3. The Division of Criminal Justice shall be responsible for the receipt and review of the  
applications for said funds.
4. The Division of Criminal Justice shall initiate allocations to each applicant as authorized.

[Rev'd JAG 3/2011]

STATE OF NEW JERSEY  
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE  
GRANT PROGRAM

**CERTIFICATION OF RECORDING OFFICER**

This is to certify that the foregoing Resolution is a true and correct copy of a resolution which was duly and regularly introduced and finally adopted at the meeting of the  
Board of Chosen Freeholders County of Gloucester \_\_\_\_\_ held on the  
Applicant's Governing Body/Board of Directors \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and duly  
recorded in my office; that all requirements of law pertaining to the conduct of said  
meeting and the passage of this resolution were observed; and that I am duly authorized to  
execute this certificate.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

SEAL

\_\_\_\_\_  
**Signature of Certifying Officer**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
**Title of Certifying Officer/  
Chairperson, Board of Directors**

Robert N. DiLella  
\_\_\_\_\_  
**Name of Certifying Officer**

[Rev'd JAG 3/2011]

## Federal Financial Accountability and Transparency Act Information Form

### To be completed by Subrecipient:

1. Agency Name: Gloucester County Prosecutor's Office
2. City: Woodbury 3. State: New Jersey
4. Congressional District: 5th 5. County: Gloucester
6. DUNS number (<http://www.dnb.com/us/>): 95-736-2247
7. Location of Primary Place of Performance of Project (if different than above):  
City: \_\_\_\_\_ State: \_\_\_\_\_  
Congressional District: \_\_\_\_\_ County: \_\_\_\_\_
8. Central Contractor Registration Completed (<http://www.ccr.gov/>): Yes: ☒ No: ☐  
If No, please explain: \_\_\_\_\_

9. The names and total compensation of the five most highly compensated officers of the entity (and parent if owned by another entity) if:

- (i) the entity in the preceding fiscal year received —  
(a) 80 percent or more of its annual gross revenues in Federal awards; and  
(b) \$25,000,000 or more in annual gross revenues from Federal awards; and  
(ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.

<u>Officer Name</u>	<u>Total Compensation</u>
#1 _____	_____
#2 _____	_____
#3 _____	_____
#4 _____	_____
#5 _____	_____

10. Signature of Agency Representative: \_\_\_\_\_  
Gary Schwarz, County of Gloucester Treasurer

### To be completed by Division/SubGrantor:

1. Amount of Award: \_\_\_\_\_ 2. Federal: \_\_\_\_\_ 3. Match or State Share: \_\_\_\_\_
4. Award Title: \_\_\_\_\_
5. Award Number: \_\_\_\_\_
6. Transaction Type: \_\_\_\_\_ 7. CFDA Number: \_\_\_\_\_
8. Program Source: \_\_\_\_\_

[Rev'd JAG 3/2011]